

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
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(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

1. That in violation of the governing Agreement the Burlington Northern Railroad Company arbitrarily refused to allow System Electrician G.L. Winfield a portion of the business expenses due him.

2. In further violation of the Agreement, the Carrier did not advise Mr. Winfield in writing, as the Rules require it to do, that a portion of his expenses had been denied.

3. Accordingly, the Burlington Northern Railroad Company should be instructed to compensate System Electrician G. L. Winfield \$45.00 which is the amount it had withheld from the expenses he claimed for the month of June 1985.

FINDINGS:

The Second Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant is employed as a System Electrician by Carrier at its Memphis, Tennessee facility. Claimant, a salaried employee, is reimbursed for normal business expenses incurred in performing emergency service in his assigned territory. On approximately July 1, 1985, Claimant submitted his June 1985 expense report, which included a claim of the \$45.00 annual renewal for for his credit card. Carrier declined this portion of Claimant's reimbursement request. The Organization thereafter filed a claim on Claimant's behalf, seeking compensation for the claimed expense.


This Board has reviewed the evidence in this case, and we find that although there may have been a Carrier policy at one time where the Carrier paid the annual renewal fee for employees' credit cards, the Carrier apparently changed its policy prior to the incident in question. The rule in question only relates to meals and lodging and does not include annual credit card fees. Therefore the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of March 1988.