

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22725

Docket Number SG-22674

John J. Mangan, Referee

(Brotherhood of Railroad Signalman

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company:

(a) Carrier violated the current Signalmen's Agreement, particularly **Rule's** 6 and 13 of the Chicago, Saint Paul, Minneapolis and **Omaha Railway** Agreement, when Carrier Headquartered Crew No. 2 at **Altoona, Wisconsin** and not at St. Paul.

(b) Carrier should at this time re-bulletin Crew No. 2 with designated **Headquarters** at St. Paul, **Minn.**

(c) **Carrier** at this time should also **re-imburse** members of Crew No. 2 their expenses which they had reported to the Carrier for the period from June 24, 1977 to July 23, 1977, and any future expenses they file, while **working** on crew **#2**.

This claim is on behalf of Mr. C. R. Lagerstrom, G. B. **Polla**, R. G. **Carlton**, R. A. **Timm** and L. A. Anger, member's of Crew **#2**, and also for **employee's** who may work on this crew in the future."

[Carrier's file: 79-19-22]

OPINION OF BOARD: The Carrier advertised in a bulletin, dated June 9, 1977, requesting bids for positions to be established on a signal gang headquartered at Altoona, Wisconsin. The Bulletin also referred to the **workers** as a "Crew".

Claimants C. R. **Lagerstrom**, C. B. **Polla**, R. A. **Timm**, R. G. **Carlton** and L. A. Anger bid **for** the jobs and were so assigned. Most of the work was performed at Altoona, but part of it was performed at Eau Claire about three miles from Altoona. The men did not return to their own individual homes nightly. They ate their meals in Altoona and lodged there.

On August 11, 1977 claims were submitted on behalf of members of Crew **#2** for the payment of lodging and meal expenses.

The parties rely **on** Rules 6 and 13 of the former Chicago, St. Paul, **Minneapolis** and **Omaha** contract effective October 1, 1953 for their respective **positions**:

"6. An **employee's** time will begin **and** end at a designated point at **home** station.

The designated headquarters of employees will be the **home** station, except employees in **crews** assigned to road **service** whose headquarters will be St. Paul.

Sleeping and/or boarding cars **or** stations at which expense for lodging is allowed will be the home station as referred to in this **agreement** for employees assigned to such cars, for employees who perform road service and who do not return to headquarters daily, and for employees who have no other assigned **home** station."

* * * *

"13. Hourly rated employees performing road service (**crews**) who do not return to headquarters daily, but who leave and return to **home** station daily (see **Rule 6**), will be paid on the following basis:

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If sleeping and/or boarding accommodations are not furnished actual expenses will be allowed when away from headquarters."

The Organization's position **may** be stated as follows:

The claimants were **members** of Crew No. 2; that the term "crews assigned to road service" was applied to all **employees** working on projects away from their home station so that they could not return nightly; that such crews had been established with headquarters at St. Paul in the past; and that this was the first **time** the Carrier had bulletined such a signal crew with a headquarters other than at St. Paul. Furthermore, the Organization contends that the **foreman, L. A. Anger**, was allowed expenses for **meals** and lodging and the other members of the crew are entitled to the same consideration by the Carrier under the **Rule**. The Organization also contends that the asserted violation was a **continuing** one **and** it was not necessary to file **more** than one claim.

Carrier denied the **claim on** the grounds **that meal and** lodging expenses were payable only to gangs assigned in road service under **Rule 6**; that claimants were headquartered by bulletin **assignment** at Altoona, Wisconsin and were **not** assigned in road service; that road service meant **that** the crew traveled from point to point **in** the performance of its work; and that the crew was established and specifically assigned to a "**single-point** job."

Furthermore, if the members of the crew did not wish to work without being reimbursed for expenses, they could bid off the job; that R. G. **Carlton** should not be allowed expenses for the period June 24th to July 23rd and November 24th to December **23rd**, because these **claims** were never presented locally; in addition, his claims for July 24th to September 23rd were presented for meals only; that the claims for lodging expenses should be denied because they were never presented locally. The Carrier also objected to the claims of C. **R. Lagerstrom**, June 24th to July **23rd**, and G. B. **Polla**, September 24th to October **23rd**, because they were never presented locally.

The project was completed and the crew was abolished on December 16, 1977.

Thus the disposition of this claim rests upon the interpretation to be given the term "road service."

This Board finds that the Record discloses **that** it is not the title of the project that determines "road service"; it is evident by the parties' past conduct.

On the record before us it is unrefuted that on at least two prior **occasions**, crews were established for special projects, **were** headquartered at St. Paul and were **compensated** necessary expenses. Thus the distinction, asserted here, between road crews and non-road crews, seems not to have been applied **in** practice.

Under these circumstances, the claimants who worked on the assignment and properly **filed** claims are entitled to be reimbursed for meals and **lodging**.

The violation of the Agreement by the Carrier in refusing to pay the **claimants was** a continuing one, therefore, it was only necessary for the **claimants** to file **one** claim for their expenses during the period involved.

The Carrier has the right to **determine** whether the expenses are reasonable **and** accurate. This could **only** be accomplished by periodic filing of the expenses on the property as the project progressed.

The Record is not clear as to what expenses were filed, by the **members** of the crew, **with** the Carrier.

Any expenses not properly filed **and** Supported by agreement are denied.

The **amounts to be** paid to **the** claimants shall be limited to amounts **for which** they have **not already been** reimbursed.

The assignment was abolished in December, 1977, therefore paragraph (b) of the **claim** is dismissed.

FINDINGS: The Third Division of **the Adjustment Board, upon the whole** record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier **and the Employees** involved in **this** dispute are respectively Carrier and **Employees** within the meaning of the Railway labor Act, **as** approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the **dispute** involved herein; and

The Agreement was violated.

A W A R D

Claim sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1980.