

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Central of Georgia Railroad Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company:

Case No. 1

Claim on behalf of Central of Georgia Floating Signalman M. D. Bice, headquarters Columbus, Georgia, assigned working hours 8 a.m. to 4:30 p.m. Monday thru Friday, Saturday and Sunday rest days for the following:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 28, when they refused to reimburse Floating Signalman M. D. Bice for his actual expenses while away from his regular assigned home station in connection with his assignment for the expense period beginning July 16, 1984 and ending August 15, 1984.

(b) Carrier should now be required to reimburse Floating Signalman M. D. Bice for an amount equal to the actual lodging expense he incurred during the expense period ending August 15, 1984, that he was not reimbursed for in the amount of \$154.00 which is the part of his actual lodging expense Carrier refused reimbursement and required him to amend his expense form to receive any of his expense for meals and lodging.

(c) Carrier also be required to pay 1 1/2% interest each month the Carrier uses the Claimant's money owed him for reimbursement of his actual lodging expense. (General Chairman file: CG-91. Carrier file: SG-609)

Case No. 2

Claim on behalf of Central of Georgia Floating Signalman M. D. Bice, headquarters Columbus, Ga., assigned working hours 8 a.m. to 4:30 p.m., Monday thru Friday, Saturday and Sunday rest days, for the following:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 28, when they refused to reimburse Floating Signalman M. D. Bice for his actual expenses while away from his regular assigned home station in connection with his assignment for the expense period ending October 15, 1984.

(b) Carrier should now be required to reimburse Floating Signalman M. D. Bice for an amount equal to the actual lodging expense he incurred during the expense period ending October 15, 1984 that he was not reimbursed

for in the amount of \$76.32, which is the part of his actual lodging expense Carrier refused reimbursement.

(c) Carrier also be required to pay 1 1/2% interest each month the Carrier uses the Claimant's money owed him for reimbursement of his actual lodging expense. (General Chairman file: CG-95. Carrier file: SG-611)

Case No. 3

Claim on behalf of all employees assigned to Floating Signalmen positions on Central of Georgia Railroad and their successor that are being required to stay in a double occupancy room in order to be reimbursed for their actual expenses when sent away from their home station for more than one day under Rule 21.

(a) Carrier is violating the Signalmen's Agreement, particularly Rule 28, when they refuse to reimburse Floating Signalmen for meals and lodging when the employee stays in a single motel or hotel room when sent away from their home station and do not return to their home station the same day and when they instruct Floating Signalmen to stay in motel and hotel rooms with someone else in order to be reimbursed for their actual expenses.

(b) Carrier now be required to withdraw their instructions for Floating Signalmen to stay in a double occupancy room in order to be reimbursed for actual expenses, also the Carrier be required to stop holding up reimbursement of expense accounts of Floating Signalmen when they stay in a single occupancy room when sent away from their home station for more than one day. (General Chairman file: CG-99. Carrier file: SG-608)"

FINDINGS:

The Third 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 were given due notice of hearing thereon.

The three cases before the Board essentially arose after the Carrier issued instructions to its Floating Signalmen which stated that, subsequently, when they were sent away from their home station and required overnight lodging, the Carrier would reimburse each one for one-half the rate of a double occupancy room for each night that lodgings were required.

The Organization, in its well-stated forceful arguments, both in the record and before this body, mainly states that:

- * The Carrier, by virtue of its instructions, now requires its Signalmen to stay in a double occupancy room in order to be reimbursed for their actual expenses;
- * Rule 28 of the Parties' Agreement, controlling in this dispute, in pertinent part states that "actual expenses will be allowed employees while away from their regular assigned home station in connection with their assignment." Moreover, this clear contractual language "actual expenses" is given substance and is evidence of what the parties intended because the Carrier, since April 1976, has reimbursed Signalmen for actual expenses incurred for a single room.
- * The Carrier, while it has the right to control the expenses of employees, does not have the right to arbitrarily change the working conditions or intent of Rule 28 as it has in the instant case. The Organization argues that if the Carrier wished to make the change to Rule 28, it is required to utilize the Section 6, Notice Process under the Railway Labor Act.

The Board has carefully reviewed and considered the Submissions of the parties as well as the Awards relied upon in support of their respective positions. We find from this review that Rule 28 is mainly controlling when applied to the facts of the case.

It is not arguable that the Carrier did reimburse Signalmen for actual expenses of a single occupied room. Moreover, we agree with the Organization that the key language in Rule 28 "actual expenses" is clear in a literal sense. However, when a Rule is silent on specific issues, the Carrier is within its right to establish reasonable regulations to control expenses in order to operate in an economical and efficient manner.

In the case before us, in effect, the Carrier executed its right to change its policy which, under the circumstances, it did after proper notice. In summary, absent clear contractual constraints, the Carrier has the right to control its expenses as long as it meets a test of reasonableness and when changes to policy are made after proper notice is given.

Accordingly, while we are in sympathy with the notion of single occupancy of hotel rooms while in a travel status, we do not find that what the Carrier has done is an abuse of its discretion.

A W A R D

Claim denied.

Form 1
Page 4

Award No. 27673
Docket No. SG-26762
89-3-85-3-521

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 17th day of January 1989.