

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22725
Docket Number SG-22674

John J. Mangan, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(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.