NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 26406

THIRD DIVISION Docket Number SG-25933

Eckehard Muessig, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Southern Railway Company

STATEMENT OF CLAIM:

"(a) Carrier violated the current Signalmen's Agreement, particularly Rule 41, when they refused to reimburse Signalman J. E. Patton for his actual necessary expenses for lodging between April 15, 1983 and May 15, 1983 when he was sent away from his assigned headquarters point at Anniston, Alabama to work in the Chattanooga, Tennessee area.

(b) Carrier should now be required to reimburse claimant for $113.62, the part of the actual necessary lodging expense the Carrier refused to pay claimant, plus 1 1/2% interest per month from May 15, 1983 until claim is paid or allowed.

[Carrier file SG-577. General Chairman's file SR-314]"

OPINION OF BOARD: This Claim came about after the Carrier notified the Claimant that he was expected to share a double occupancy hotel room with a fellow employee. The Claimant, however, selected a single occupancy room and the Carrier reimbursed him for an amount equal to one-half the double occupancy rate rather than the amount the single room had cost him. The Claimant now seeks reimbursement for "actual necessary expenses" while away from his assigned headquarters point.

There is no dispute that Rule 41 is controlling in this case. What is in dispute is the construction of that portion of the Rule which reads: "Except as * * * , they will be allowed actual necessary expenses."

The Organization, in its well-reasoned Submission and forceful arguments before this Board, mainly contends that the current Agreement contains no provision that an employee assigned to a station job (as the Claimant) must share a room with another employee when sent away from his assigned duty station. It argues that the Carrier did not furnish a room. Rather, the Claimant rented the room and paid for it from his own funds. The Carrier then was responsible for paying for "actual necessary expenses," pursuant to the provisions of Rule 41.

The Board has thoroughly considered the complete record properly before us and while the Organization's contentions are not without considered merit, we find that the Carrier's determination was correct. Absent contractual constraints, the Carrier's basic Rule requires it to determine the manner of conducting its business and to control its expenses. Rule 41 speaks in terms of "necessary expenses." Accordingly, while we understand the Claimant's desire not to share a hotel room, the Rule clearly addresses "necessary" expenses. The record does not warrant our finding a "necessity" for individual rooms. (See also Third Division Awards 24139, 20619).

For the foregoing reasons, the Claim is denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of July 1987.