

SPECIAL BOARD OF ADJUSTMENT No. 498

PARTIES:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
VS.
GREAT NORTHERN RAILWAY COMPANY

AWARD 'IN DOCKET No. 7

STATEMENT

OF CLAIM: "Claim of the System Committee that:

(1) The Carrier violated the effective Agreement by failing to allow personal expenses in the amount of ninety-six dollars and eighty cents (\$96.80) to Truck Driver Henry M. Ruter, Willmar Division, incurred by him during the month of January, 1962 while employed at St. Cloud, Minnesota.

(2) That Claimant Truck Driver Henry M. Ruter be now reimbursed for this amount of \$96.80 account of this violation of the Agreement referred to."

FINDINGS: It appears that the Employees consider the claimant's headquarters to have been his home during the period of the claim. There is nothing in the rules to support this.

When claimant was displaced from his job at Willmar he elected to displace the occupant of a job at St. Cloud and of necessity took the headquarters of that job as his headquarters.

That job had been established with headquarters at St. Cloud for several years, so the fact that it was then under bulletin to fill a vacancy did not change the headquarters of the job, which was continued at St. Cloud under the bulletin then posted.

To obtain a job by displacement is an exercise of seniority under Rule 10 and is not an assignment by the direction of management whether the job to which displacing is regular or temporary.

The only rule providing for payment of expenses is 38 (a) which is applicable when employees are away from their regular outfit or regular headquarters "by direction of the Management". Hence the rules do not support the claim.

AWARD: Claim denied.

(s) Dudley E. Whiting
Dudley E. Whiting, Referee

(s) A. J. Cunningham
A. J. Cunningham, Organization Member

(s) T. C. DeButts
T. C. DeButts, Carrier Member

Dated at St. Paul, Minnesota,
this 6th day of August, 1963.