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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6453
Docket No. 6286
2-SLSF-SMW-'73

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: (System Federation No. 22, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Sheet Metal Workers)
(St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the controlling agreement, particularly Rule 10, was violated when the St. Louis-San Francisco Railway Company failed to reimburse Water Service Mechanic Edwin Jones for actual expenses incurred while away from assigned headquarters during the months of June, July, August, September and October, 1970.
2. That accordingly, the St. Louis-San Francisco Railway Company be ordered to compensate Water Service Mechanic Jones in the amount of \$551.16, covering the months of June through October, 1970.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 waived right of appearance at hearing thereon.

Claimants position at Fort Smith, Arkansas was abolished effective May 31. He exercised his seniority to establish his position at Tulsa, Oklahoma effective June 1. Starting June 1, claimant was assigned to various points in the division in the performance of his duties among which was Fort Smith, Arkansas.

Rule 10 of the controlling agreement referring to work away from home station states in part: "Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed."

When claimant's home station was at Fort Smith, he maintained his family residence there. When he established his position at Tulsa, his family residence continued to be at Fort Smith. When claimant was assigned to work at or in the vicinity of Fort Smith after June 1, he slept and ate some of his meals at his family residence in Fort Smith.

It is agreed that claimant's home station became Tulsa and that he is entitled to actual necessary expenses while on duty away from Tulsa, including assignments at Fort Smith. However, the carrier objects to paying for expenses claimed by the employe as necessary, for sleeping and eating in his own home in Fort Smith. The carrier in its submission also objects to the expenses claimed for October as not processed timely.

The carrier's objection to October expenses will be disregarded. The objection was not raised on the property. Correspondence in the processing of the claims, attached as exhibits, includes reference to October and timely claim is made for this continuing claim which the Organization asserts is in violation of Rule 10.

The correspondence attached as exhibits makes it clear that the carrier is not violating Rule 10, because it has recognized its obligation to pay actual necessary expenses and has offered to do so, minus the charges for lodging and meals at the claimant's home at Fort Smith.

We agree with that part of Award 5001 which the Organization has argued in its favor which states: "--- the fact that claimant maintained a home for his family and himself at St Cloud is not controlling. He is entitled under Rule 10 to an allowance for actual expenses incurred while in St Cloud whether or not he slept or dined in his own home there." We do not interpret this to mean nor does the statement say that the employe would be paid for sleeping and dining at his own home as an actual necessary expense. If the carrier had provided quarters for sleeping and had provided a place for meals in St Cloud, the employe would not have incurred actual, necessary expense if he chose to sleep and eat at home. This is also true of the present case. In addition, the carrier would be obliged to pay claimant for sleeping at a motel and eating at a restaurant in Fort Smith as actual and necessary expenses, even though he still maintains a home there.

Award 5001, in addition to the part argued by the Organization goes on to deal with the real issue in this case and we accept the reasoning stated as follows: "The defect in Petitioner's case is that there is no breakdown or analysis as to what out-of-pocket expenses were incurred for claimant's own meals and lodging at his house --- we are not entitled to consider any equities or to speculate on what the actual necessary expenses might have been. Claimant is entitled to reimbursement for only out-of-pocket expenses of his meals and lodging and not for some arbitrary figure to which he thinks he is entitled."

We find that the claim includes proper items for reimbursement. It would not be practical to deny this claim as, no violation of Rule 10. The carrier is obligated to and willing to reimburse for all actual and necessary expenses submitted in the required manner with proof by proper receipts and vouchers. There is no provision for interest.

We find that the claim for lodging and meals at claimant's home at Fort Smith is not for actual necessary expenses within the meaning of Rule 10.

A W A R D

Claim disposed of as stated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Kellum, Jr.
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February, 1973.