

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number **21846**  
Docket Number SG-21652

Robert M. O'Brien, Referee

(Brotherhood of Railroad Signalmen  
**PARTIES TO DISPUTE:** (  
(Burlington Northern Inc.

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood  
of Railroad Signalmen on the Burlington Northern:

On behalf of **J. S. Schwinof** for expenses (\$24.00 auto mileage allowance) incurred while traveling between Portland, Oregon, and **Wishram**, Washington, on Mar& 14, 1975, in order to secure his pay check.  
**/Carrier**file: SI-16 **6/9/75/**

**OPINION OF BOARD:** On March 14, 1975, Claimant held a regular assignment as a monthly rated Interlocking Maintainer headquartered at Portland, Oregon. Claimant had held this assignment **for approximately** one month. He had previously held an **assignment** headquartered at **Wishram**, Washington, approximately 105 miles east of Portland. **On March 14, 1975, a regularly** established pay day, **Claimant's** pay check was forwarded to **Wishram** as had his previous checks. The Carrier made arrangements to have Claimant's check delivered to Portland but he stated he would rather drive to **Wishram** and pick it up. Carrier allowed the Claimant to leave work early so that he could drive to **Wishram**.

It is the Organization's position that Claimant should be reimbursed the expenses incurred by him while traveling between Portland and **Wishram** on March 14, 1975 in order to secure his pay check. They cite Rule 14 of the applicable Agreement in support of the claim.

This Board can find no contractual support for the instant claim. There is simply no provision in the parties' Agreement which requires payment of expenses in those situations such as we have here where an **employee**, of his own volition, decides to drive to another locale in order to secure his pay check. Rule 14, we hold, has no application to the claim at hand. Rule 14 provides that a monthly rated **employee** will be reimbursed for actual necessary expenses incurred while away from regular outfit or regular headquarters by direction of the Carrier. In the instant claim, Claimant was not directed by the Carrier to pick up his pay check at **Wishram** on March 14, 1975. Rather, he volunteered to do so. He could have remained at Portland where Carrier would have **made arrangements to have his pay check forwarded to him**--Any **expenses** incurred by him as a consequence of this decision must be borne by the **Claimant, and not by the Carrier.**

**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

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Pauls*  
**Executive Secretary**

Dated at Chicago, Illinois, this 6th day of January 1978.

