NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 26286
THIRD DIVISION Docket Number MW-25642

John B. LaRocco, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Missouri-Kansas-Texas Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed and refused to reimburse Laborer R. L. Barber for meal expenses incurred during June, 1982 (System File 300-200/2573-A-298-MofW).

(2) Laborer R. L. Barber shall be allowed $225.00 for June, 1982 meal expenses."

OPINION OF BOARD: On July 26, 1982, the Division Engineer received Claimant's Expense Reimbursement Form covering lodging and meal expenses for June, 1982. Claimant requested $225.00 for meals and $547.50 for accommodations. The Carrier disallowed Claimant's expense reimbursement request due to lack of lodging receipts. Claimant resubmitted the appropriate Form but it too was rejected because the attached lodging receipts were allegedly invalid. On September 16, 1982, the Division Engineer declined Claimant's third amended expense reimbursement request which sought only a June, 1982. meal allowance amounting to $225.00. According to the Division Engineer, the third Form was untimely submitted. Rule 28(l)(a) bars claims filed more than sixty days from the date of the alleged Agreement violation.

Tendering an Expense Reimbursement Request Form does not constitute a claim within the meaning of Article 28, Rule 1(a) eve" though the Organization's General Chairman inartfully used the term "appeal" in his initial claim letter dated October 28, 1982. Claimant has not suffered any harm and the alleged breach of the Agreement does not occur unless or until the Carrier ultimately disallows some or all of the expenses. It is premature to characterize a" Expense Reimbursement Form as 8 claim when the Carrier may pay the sum requested. Thus, the denial of a request for lodging and meal allowances is the occurrence which ripens into a potential claim.

While the instant Claim was timely filed, we also find that the Carrier never contested Claimant's request for a June, 1982, meal allowance. On each of the three Expense Reimbursement Forms, Claimant sought $225.00 for meals in accord with Article I, Section 1(B)(3) of the applicable Agreement. The Carrier did not, either on the property or before this Board, justify its refusal to promptly pay Claimant his valid meal allowance for June, 1982. See Third Division Award No. 24954.

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 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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Nancy Dever - Executive Secretary

Dated at Chicago, Illinois, this 24th day of April 1987.