

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26424  
Docket Number MW-25877

Rodney E. Dennis, Referee

(Brotherhood of Maintenance of Way Employees  
PARTIES TO DISPUTE: (  
(The Chesapeake and Ohio Railway Company  
(Northern Region)

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

(1) The Agreement was violated when the members of Crossing Gang 1939 were not paid the per diem allowance provided for in Agreement Rules 51(d) and 51(e) during the period April 4, 1983 to May 16, 1983 (System File C-M-1642/MG-4034).

(2) Messrs. D. Taylor, R. Hallada, L. Edsall, J. Gardner, F. Hall, F. Soto, F. Guinn and T. Herrmann shall each be allowed the difference between what they should have been allowed at \$20.00 per day [Rules 51(d) and 51(e)] and what they were allowed as meal expense [\$8.25 per day - Rule 51(e)] for each day within the period extending from April 4, 1983 to May 16, 1983."

OPINION OF BOARD: Claimants are members of Crossing Gang 1939 working out of Muskegon, Michigan. Gang 1939 is customarily supplied with a camp car. Carrier made the **car** available on April 4, 1983. Organization contends that the car was not fit for habitation until May 16, 1983. Claimants were paid a \$8.25 per day meal allowance, but since a camp car was provided, no lodging allowance was paid. Claimants request a \$11.75 per day lodging allowance for the period of time the **car** was not habitable. A Claim was filed that was denied at each step in the procedure and appealed to this Board for resolution.

This Board has reviewed the facts of this case and must conclude that Carrier is not required to pay Claimant a lodging allowance.

At the **outset**, it is clear that if camp cars are not provided, Rule 51(d) requires Carrier to reimburse employees for the actual reasonable expense of lodging. It does not state that if Claimants chose to sleep at home, they will be paid an allowance. An allowance is only paid when employees spend money for lodging in lieu of Carrier supplying a camp car. Given this fact, it is this Board's opinion that in spite of the poor conditions of the **camp** car in question, Carrier is not obligated to pay a lodging allowance since all employees listed in the Claim stayed at home.

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

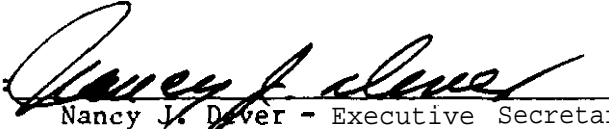
That the Agreement was not violated.

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 24th day of August 1987.