

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Louisiana & Arkansas Railway 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 Machine Operator D. Oney for meal and other expenses incurred during April and May, 1984 (Carrier's File 013.31-296).

(2) Machine Operator D. Oney shall be allowed \$246.50 for April and \$225.50 for May, 1984 meal and other expenses."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

Claimant is a machine operator headquartered at Shreveport, Louisiana. During April and May 1984, Claimant was required to work away from his headquarters on a regular daily basis. Claimant submitted expense reports for those months seeking reimbursement for breakfast, lunch and ice. Specifically, with the exception of one day in April when he requested \$5.26 for breakfast, Claimant sought reimbursement for breakfast expenses on each requested day during April and May in the amount of \$5.25. With the exception of two days in April when Claimant requested \$7.00 and \$5.50 for lunches, on each remaining requested day in that month Claimant sought \$6.00 for lunches. Claimant further sought reimbursement in the amount of \$5.00 for lunches on all requested days during May. Claimant's April expense report also showed \$1.05 per requested day for ice. In total, Claimant sought reimbursement in the amount of \$246.50 for April and \$225.50 for May. The Carrier initially denied the requests for reimbursement.

Rule 8-2 provides:

"Employees regularly assigned to road duties who do not have outfit cars will be allowed actual necessary expenses for meals and lodging while away from their home station."

Thus, the Rule is clear that only "actual necessary expenses" will be allowed [emphasis added]. On the property, the Carrier contested the accuracy of the requests made by Claimant noting that, for all purposes, the respective breakfasts and lunches claimed were for identical amounts. As shown by this record, that observation is substantiated for both of the claimed months and nothing was offered by Claimant to refute the Carrier's conclusion. Claimant consistently asked for \$5.25 for breakfast, \$6.00 for April lunches and \$5.00 for May lunches. In Third Division Award 27039 a similar request was made for "each and every daily lunch meal at the exact same cost per meal." We found that such a request was:

"...not requesting reimbursement for actual expenses necessary in the performance of an assignment, but an allowance for estimated living costs incurred. Finding no evidence that Claimant's request was for actual rather than estimated expenses...the Claim must be denied (Third Division Awards 26055, 26406, 26357)."

We therefore must conclude that the expenses sought by Claimant were not "actual" as required by the Rule and the Claim must be denied.

In light of the above, we need not address the question of the propriety of the requests in light of the evidence that Claimant resided at home during the relevant period or the Carrier's argument that the Claim for April was not fully progressed on the property and that the notice of intent filed with this Board was for April and could not properly be amended to include May.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 29th day of June 1989.