

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

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Southern Pacific Transportation Company (Eastern Lines)

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

(1) The Carrier violated the Agreement when it refused to reimburse Laborer-Driver M. Gonzales for the personal expenses he incurred during September and October, 1985 as itemized in his personal expense account forms dated September 20, 1985 and October 20, 1985 (System File MW-85-137/441-12-A).

(2) Laborer-Driver M. Gonzales shall now be paid \$213.80 as reimbursement for the personal expenses he incurred during September and October, 1985."

FINDINGS:

The Third 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 employees 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.

This case involves the Claim of a Laborer-Driver, who holds seniority on Dallas-Austin Seniority District, for personal expenses in the amount of \$213.80. It is alleged that Carrier failed to reimburse expenses incurred by Claimant while working a relief position on Extra Gang 444 at Dallas, Texas, September 16 through October 11, 1985.

The Organization contends that Carrier violated Article 16, Section 12 of the Agreement by failing to reimburse the Claimant for mileage and meals while performing relief work. The Organization maintains that since Claimant was in furloughed status prior to reporting to the assembly point in Dallas, and since Carrier failed to designate a specific headquarters point for the Claimant, it must be concluded that the Claimant's home was his headquarters point. His movement from Austin, where he lived, to Dallas to perform relief work necessitated expenses which in the Organization's view were reimbursable under Article 16, Section 12, which reads in pertinent part:

"When an employee performs relief service away from his assigned headquarters, at a location where no living accommodations are provided by the Company, the relief employee will be reimbursed for actual necessary expenses for meals and lodging.

Employees will be furnished transportation necessary for the discharge of their duties and if required by the Company to use their privately-owned automobiles, allowance will be made for the use thereof in accordance with mileage rates by the Company, as follows:

An employee having assigned headquarters, outfit car or camp trailer, hereinafter referred to as 'designated assembly point,' who travels at the instance of the Company to another designated assembly point for relief purposes will be furnished transportation by Company equipment if available. If Company equipment is not available, and suitable bus service is available, an allowance will be made in the amount of the bus fare in each direction used.

If an employee, instructed to use bus transportation, uses his privately-owned automobile for his own convenience instead of bus transportation, an allowance will be made equal to the amount of the bus fare in each direction. If suitable bus service is not available, and the employee is instructed to use his private-owned automobile, an allowance will be made at the established rate for the actual mileage in each direction between the two designated assembly points.

An employee who is required to use his automobile in the direction of Management between his designated assembly point and the job site or location of work, will be allowed the established rate for actual miles traveled. Duplicate payments will not be allowed, such as to both a machine operator and to his helper using their separate automobiles. When an employee uses his automobile in the above manner, and his designated assembly point is moved from one location to another, an allowance will be made at the established rate for actual miles traveled between the two points.

Employees will not be entitled to transportation, unless otherwise provided for in this Agreement, between places of residence and designated assembly points, for travel over weekends or holidays, in the exercise of seniority rights, or for other personal reasons.

The logic and reasoning set forth above is equally persuasive here. To allow expenses for recalled furloughed employees is not consistent with the language set forth in the current Agreement. Claimant was in furloughed status, and he had no headquarters until recalled to relieve Laborer-Driver at Dallas, Texas. Contrary to the Organization's assertion, we find nothing in the Agreement which supports the conclusion that Claimant's residence became his headquarters point. Accordingly, we must rule to deny the Claim as it is without Rule support.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1990.

An employee is not considered to be exercising his seniority rights when traveling to perform relief service, and this service will be considered to be at the instance of the Company.

In full disposition of Section V of the Award of Arbitration Board No. 298, it is agreed that:

* * * *

SECTION II.

Employees (other than those referred to in Section I above and other than dining car employees) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows:

- A. The carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the carrier shall designate a headquarters point for each."

Carrier contends that Claimant was a furloughed employee, not a regularly assigned employee, and, as such, did not have a headquarters point. According to the Carrier, it was only when he was offered the opportunity to perform extra work to relieve a laborer-driver at Dallas, Texas, that Claimant was at an established headquarters. There is no rule which provides payment of mileage between Claimant's home and his work site, Carrier insists. When Claimant was recalled to work, it was his responsibility to make himself available at the location where work was available.

The Claim before the Board is not one of first impression. In two prior Awards (Third Division Awards 26359, 26223), this Board has rejected similar Claims that employees were entitled to reimbursement for expenses incurred while traveling from home to perform relief work. Particularly appropos is the cogent statement of the Board in Third Division Award 26359, wherein it notes:

"Our reading of sections pertaining to lodging, meals and transportation neither supports the claim, nor refers to the situation of a furloughed employee. There is no evidence of record that Claimant's home could be or was designated as an assigned headquarters...."