

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 31593  
Docket No. MW-30808  
96-3-92-3-642**

The Third Division consisted of the regular members and in addition Referee Dana E. Eischen when award was rendered.

**(Brotherhood of Maintenance of Way Employees  
PARTIES TO DISPUTE: (  
(CSX Transportation, Inc. (former Louisville and  
( Nashville 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 Mr. R. J. Braun for his actual boarding expenses incurred during the month of December, 1990 while assigned to the locomotive crane operator position at Pensacola, Florida and Thomasville, Georgia [System File 15(12)(91)/12(91-763) LNR].**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant R. J. Braun shall be compensated for the actual expenses cited within the January 18, 1991 Rail Transport Group Expense Report, which the Carrier did not allow."**

**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 employee 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 established and holds seniority as a Locomotive Crane Operator. Prior to the time this dispute arose, Claimant had been regularly assigned to and working on Gang 6M87. However, as a consequence of displacement from the position by a senior employee, Claimant was placed on furlough. Subsequently, Claimant performed extra relief work in system service working from December 10 through 13, 1990 at Pensacola, Florida, and on December 14, 1990 at Thomasville, Florida.

On January 18, 1991, Claimant submitted an expense voucher for working on the described dates. Carrier denied Claimant's expenses for the dates December 10 through 13, 1990, asserting that expenses are "not allowed on home seniority." Carrier agreed to reimburse Claimant for any expenses he incurred for December 14, 1990. The Organization protested Carrier's partial denial of Claimant's expense voucher, maintaining at the outset that Carrier had "assigned" Claimant to the relief work. The Organization further maintained that Rule 11 of the Agreement had been violated because: "Carrier was fully aware that this position is a System Service position, which receives expenses."

Carrier responded to the claim asserting that:

"Investigation into the allegations made subject of your claim reveal that Mr. Braun had in fact requested relief work. This is evidenced by the attached letter from Mr. Braun stating that he was filing his name and address, and was available for extra work."

Carrier enclosed a handwritten document listing Claimant's home address and phone number, in addition to the following statement:

To: Mr. A. E. Mooney

"I have been rolled off my job, gang 6M87, and would like to file my name and address. I am available for extra work."

The Organization replied to Carrier's declination, asserting that whether Claimant sought the relief work or was assigned to the work was "irrelevant," because the work Claimant had performed on the dates at issue "is a full expense position."

The threshold issue in dispute is whether Claimant is entitled to reimbursement for the expenses he incurred while performing extra work for Carrier on December 10 through 13, 1990. The Organization premised its claim upon Rules 11 and 22 of the Agreement. Rule 22-RETURN AFTER FORCE REDUCTION, simply states the procedures for calling employees to fill temporary or extra work. It appears Carrier complied with that Rule, therefore, we find no violation occurred with respect to Rule 22.

Rule 11-SYSTEM SERVICE EMPLOYEES, Section 11 (b) provides expense reimbursement under very specific circumstances. That is, expenses to be paid to employees who are required by Carrier to either work assignments outside their home seniority districts, or those employees who remain away from their homes overnight when camp cars are not available. In the final analysis, it is immaterial whether one considers Claimant a "volunteer" for the extra work, or Claimant was "required" by Carrier to perform the service in his home seniority district. The dispositive and undisputed fact is that Claimant was working in his home seniority district December 10 through 13, 1990 and no camp car involvement is indicated on the record. In that circumstance, the Rule does not require Carrier to reimburse expenses for those dates.

**AWARD**

Claim denied.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division**

**Dated at Chicago, Illinois, this 29th day of August 1996.**