

Award No. 13608

Docket No. SG-13176

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of Signalman R. F. Danley for expenses incurred December 5 to 23, 1960, while working at Chester, Illinois, away from his regularly assigned headquarters in Camp Cars which were located at Poplar Bluff and Sikeston, Missouri, on the dates the expenses were incurred. [Carrier's File: VB-S 225-18-25]

EMPLOYEES' STATEMENT OF FACTS: During the month of December 1960 (the time involved in this dispute), Mr. R. F. Danley was regularly assigned to a Signal Gang with headquarters in camp cars which were located at Poplar Bluff and Sikeston, Missouri. Mr. Danley worked at Chester, Illinois, from December 5 to 23, 1960, inclusive. Chester is located almost 100 miles from the places mentioned above at which camp cars to which he was assigned were located.

Mr. Danley incurred actual expenses during that period amounting to \$71.45 and subsequently submitted an expense account, Form 1361, to the Carrier, listing such expenses incurred while working at Chester, Ill., away from his home station. The following expenses were shown by Mr. Danley for the month of December, 1960:

Date	Breakfast	Dinner	Supper	Lodging	Total
5		\$1.15	\$1.25	\$2.50	\$4.90
6	\$.85	1.25	1.10	2.50	5.70
7	.75	1.15	1.10	2.50	5.50
8	.75	1.15	.95	2.50	5.35
9	.85	1.25			2.10
12		1.15	1.15	2.50	4.80
13	.85	1.15	1.25	2.50	5.75
14	.85	1.05	1.25	2.50	5.65
15	.85	1.15	1.15	2.50	5.65

and the record fails to disclose that he was put to any additional expense on account thereof. The claim for payment lacks support."

The same must be said in the instant case and the claim must be denied.

It is the position of the Carrier that the rules of the agreement here involved applicable to the reimbursement of expenses to employes are founded upon the principle that the Carrier is obligated only to reimburse employes for actual necessary expenses incurred while traveling on authorized company business away from their headquarters point, home station, home or place of residence, as the case may be. It is our position that to sustain this claim is to say that expenses as contemplated by the rules of this agreement do not need to be "real", or "necessary" or "actual" or "incurred", but that they can be imaginary, fictitious and artificial. It is to say that an employer has an obligation to contribute to an employe's normal living expenses while he is residing in his own home. It is to say that Carrier's first prerogative to demand that an expense must be a real and actual thing would be removed. It would place the Board's approval upon a procedure the purpose of which would be to exact payments from the Carrier when monies were not actually expended to the unjust enrichment of the claimant. It would constitute changing the language of the agreement without the consent of the parties thereto, which, of course, this Board is without authority to do.

This claim is totally lacking in merit, and for the reasons stated we respectfully request that it be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The parties to this dispute, presented to this Board, in Award No. 12030, virtually the identical fact situation, and the same issues and agreement provisions as are present in the instant claim. We do not consider Award No. 12030 so completely in error as to warrant an abandonment of that holding as precedent for this case. Therefore, the claim will be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1965.

**LABOR MEMBER'S DISSENT TO AWARD 13608,
DOCKET SG-13176**

Since this dispute is disposed of on the strength of Award 12030, which the Majority in Award 13608 admits is not completely correct, I subscribe fully to the Dissent filed in Award 12030.

G. Orndorff
Labor Member