



Award Number 17536

Docket Number SG-18025

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

UNION PACIFIC RAILROAD COMPANY

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

- (a) Carrier violated the current Signalmen's Agreement, particularly Rule 12(b), when it failed and/or otherwise refused to allow the actual living expenses which signalman Joseph S. Stecki—regularly assigned to work in Signal Gang No. 3111 with home station in camp cars—incurred while relieving positions of Interlocking Repairman at Council Bluffs, Iowa, from March 16, 1967, to and including April 3, 1967; and Signal Maintainer at Summit, Nebraska, from May 29, 1967, to and including June 16, 1967.
- (b) Carrier now pay Signalman Joseph S. Stecki for meal expenses itemized on Form T-137, amounting to \$75.00, incurred from March 16 to April 3, 1967, while camp cars to which he was assigned were parked at Papillion and Valley, Nebraska.
- (c) Carrier now pay Signalman Joseph H. Stecki for meal expenses itemized on Form T-137, amounting to \$90.55, incurred from May 29 to June 16, 1967, while camp cars to which he was assigned were parked at Kearney and Grand Island, Nebraska. (Carrier's File: A-10425)

EMPLOYEES' STATEMENT OF FACTS: This dispute is the result of Carrier's failure and/or refusal to reimburse Signalman Joseph S. Stecki for certain expenses he incurred for the purchase of meals during March, April, May and June, 1967, while he was required to work away from his home station in Outfit Cars—Signal Gang No. 3111.

These expenses were itemized and submitted to Carrier on its Form T-137 by Signalman Stecki after his relieving the Second Trick Interlocking Repairman at Council Bluffs, Iowa, with assigned hours to work from 4:00 P.M. to midnight.

Carrier disallowed the claims on the assumption that Mr. Stecki ate breakfast and dinner at home and carried his lunch because the position was one working 8 straight hours with 20 minutes provided for eating lunch. However, Claimant denied the accuracy of Carrier's assumption and

Copy of Division Engineer Longsdorf's letter of June 7, 1967, to Local Chairman Church declining the claim is attached as Carrier's Exhibit B.

Copy of Local Chairman Church's letter of June 17, 1967, to Division Engineer Longsdorf attempting to clarify the claim is attached as Carrier's Exhibit C.

Copy of Division Engineer Longsdorf's letter of July 27, 1967, to Local Chairman Church reiterating his declination is attached as Carrier's Exhibit D.

Copy of Local Chairman Church's letter of August 8, 1967, to Division Engineer Longsdorf advising him that his decision is not acceptable is attached as Carrier's Exhibit E.

Copy of the Organization's General Chairman Wollbrinck's letter of September 15, 1967, appealing the claim to Chief Engineer Brown is attached as Carrier's Exhibit F.

Copy of Chief Engineer Brown's letter of October 17, 1967, declining the claim to General Chairman Wollbrinck is attached as Carrier's Exhibit G.

Copy of the Organization's Local Chairman W. L. Church's letter of August 8, 1967, initially filing the claim as pertains to the alleged violation at Summit is attached as Carrier's Exhibit H.

Copy of Division Engineer Longsdorf's letter of August 15, 1967, to Local Chairman Church declining the claim is attached as Carrier's Exhibit I.

Copy of Local Chairman Church's letter of August 22, 1967, to Division Engineer Longsdorf advising him his decision is unacceptable is attached as Carrier's Exhibit J.

Copy of General Chairman Wollbrinck's letter of October 7, 1967, to Chief Engineer Brown appealing the claim is attached as Carrier's Exhibit K.

Chairman implied that he had in his possession a statement from the claimant that the meals included on the claim were eaten in restaurants. However, he refused to document any evidence in support of his position.

The records of the Carrier do not reflect nor did the Organization's representatives at any time imply that they desired further conference on the instant dispute, nor did they at any time offer to submit any evidence to support their assertion of a practice on the property of allowing expenses of this nature which the Carrier had denied.

(Exhibits Not Reproduced)

OPINION OF BOARD: This claim is for expenses incurred by Claimant, a signalman, while performing service as Interlocking Repairman at Council Bluffs, Iowa, March 16, through April 3, 1967, and as Signal Maintainer at Summit, Nebraska, May 29, through June 16, 1967. The controlling provision, Rule 12(b), provides that an employee who does not return to home station the same day will, when away from home station, be allowed "actual" living expenses if meals and lodging are not provided by the Company or camp cars to which such employees are assigned are not available.

The only question here is whether the expenses claimed are "actual", for it is undisputed that Claimant was away from home station and not furnished meals and lodging. In determining that question, the fact that Claimant maintained a home at Omaha is not controlling. He is entitled under Rule 12(b) to an allowance for actual expenses incurred while away from home Station.

The defect in Petitioner's case is that there is no breakdown or analysis as to what expenses were incurred for Claimant's own meals and lodging at his home. Our Awards 10923 and 12120 make it clear that we are not entitled to consider any equities or to speculate on what the actual expenses might have been. Claimant is entitled to reimbursement for only the actual cost of his meals and lodging and not for some arbitrary figure to which he thinks he is entitled.

The past practice argument of Carrier is not supported by evidence. Furthermore, past practice does not affect the question of expenses incurred since Rule 12(b) is unambiguous in that regard.

The claim will be denied for lack of proof.

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 Employees involved in this dispute are respectively Carrier and Employees 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of October 1969.