

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21846
Docket Number SG-21652

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Burlington Northern Inc.

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern:

On behalf of J. S. Schwinof for expenses (\$24.00 auto mileage allowance) incurred while traveling between Portland, Oregon, and Wishram, Washington, on March 14, 1975, in order to secure his pay check.
/Carrier file: SI-16 6/9/75/

OPINION OF BOARD: On March 14, 1975, Claimant held a regular assignment as a monthly rated Interlocking Maintainer headquartered at Portland, Oregon. Claimant had held this assignment for approximately one month. He had previously held an assignment headquartered at Wishram, Washington, approximately 105 miles east of Portland. On March 14, 1975, a regularly established pay day, Claimant's pay check was forwarded to Wishram as had his previous checks. The Carrier made arrangements to have Claimant's check delivered to Portland but he stated he would rather drive to Wishram and pick it up. Carrier allowed the Claimant to leave work early so that he could drive to Wishram.

It is the Organization's position that Claimant should be reimbursed the expenses incurred by him while traveling between Portland and Wishram on March 14, 1975 in order to secure his pay check. They cite Rule 14 of the applicable Agreement in support of the claim.

This Board can find no contractual support for the instant claim. There is simply no provision in the parties' Agreement which requires payment of expenses in those situations such as we have here where an employe, of his own volition, decides to drive to another locale in order to secure his pay check. Rule 14, we hold, has no application to the claim at hand. Rule 14 provides that a monthly rated employe will be reimbursed for actual necessary expenses incurred while away from regular outfit or regular headquarters by direction of the Carrier. In the instant claim, Claimant was not directed by the Carrier to pick up his pay check at Wishram on March 14, 1975. Rather, he volunteered to do so. He could have remained at Portland where Carrier would have made arrangements to have his pay check forwarded to him. Any expenses incurred by him as a consequence of this decision must be borne by the Claimant, and not by the Carrier.

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 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 6th day of January 1978.

