

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24954
Docket Number MW-24990

Hyman Cohen, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Missouri-Kansas-Texas Railroad Company

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

(1) The Carrier violated the Agreement when it refused to fully reimburse Extra Gang Laborer Troy S. Brown for the expense he incurred during April, 1981 (System File 200-218/2753-A-298).

(2) Extra Gang Laborer Troy S. Brown now be paid an additional amount of \$176 and thereby fully reimburse him for the expense he incurred during April, 1981."

OPINION OF BOARD: The Claimant seeks to be fully reimbursed under Article I, Section 1 of the Agreement for expenses incurred for lodging and his daily meal allowance from April 13 through 30, 1981. During this period the Claimant was employed as an Extra Gang Laborer and was required to work and live away from home.

Inadvertently, the Carrier paid the Claimant \$44.50 or \$50.00 less than the total of the \$5.25 daily meal allowance claimed for April 1981. On April 15, 1982 the Carrier rectified its reasonable and honest mistake and sent the Claimant a draft for \$50.00 which was paid on April 22, 1982.

A question is raised as to whether the payment of \$50.00 to the Claimant is a matter properly before the Board, since it did not constitute part of the record during the handling of the dispute on the property. The failure to take into account the balance of the meal allowance would mean that the Claimant would receive payment in excess of the expenses he incurred in April, 1981, rather than full reimbursement which is sought in the instant claim. It should be underscored that the Carrier's payment of \$50.00 was in response to the General Chairman's letter dated March 3, 1982, in which he requested that the meal allowance claim be paid in full. Furthermore, the April 1982 payment was in partial settlement of the instant claim. These considerations lead us to believe that the Carrier's payment of \$50.00 to the Claimant is properly before this Board.

Turning to the lodging expense of \$126 which is claimed, the Carrier was justified in refusing to pay the Claimant initially, since the receipt submitted on May 12, 1981 was a handwritten note which did not contain the address of the lodging and a telephone number. However, the Carrier violated Article I, Section 1 of the Agreement by refusing to reimburse the Claimant for the actual reasonable expense of \$7.00 per day which amounted to \$126, after it received the resubmitted expense form and receipt. The receipt contained the information requested by the Carrier and if it wished to do so, the Carrier could have verified the lodging expense.

It is irrelevant that the Claimant did not lodge at the location of his work but roughly 20 miles from the location and roughly 15 miles from his home. Since the Claimant was regularly required to live away from home and the Carrier did not furnish lodging, Article I, Section 1 requires the Carrier to reimburse the Claimant for the actual reasonable expense of lodging not in excess of \$7.00 per day.

Accordingly, the Claimant is to be paid an additional amount of \$126.

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

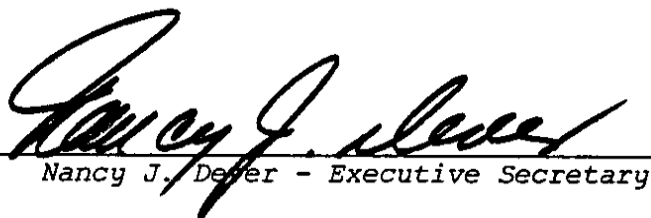
That the Agreement was violated.

A W A R D

Claim sustained in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 14th day of August 1984.

