

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25355
Docket Number SG-25218

Robert W. McAllister, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Burlington Northern Railroad Company

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

On behalf of CTC Signal Maintainer G. D. Shrum, Kewanee, Illinois, for \$988.40 which was deducted from his claim for moving expenses.

[General Chairman file: C-82-281]

OPINION OF BOARD: This claim on behalf of G. D. Shrum is for certain moving expenses involved in his move from Hannibal, Missouri, to Kewanee, Illinois. The Claimant assumed his new duties as CTC Signal Maintainer on January 11, 1982. Claimant moved his family to Kewanee on the weekend of February 13 and 14, 1982. On March 18, 1982, Claimant submitted a statement of expenses for reimbursement in the amount of \$1,677.50. The Carrier reimbursed Claimant \$689.10 for U-Haul rent and fuel, auto mileage and transfer allowance. The remaining expenses incurred for lodging, meals, commuting and house hunting between January 11 and February 11, 1982, were not reimbursed. The Carrier disallowed these expenses on the grounds they were not required by the applicable agreements.

The Organization contends the Carrier should pay all the expenses claimed pursuant to Rule 30 of the Agreement and Section 10(a) of the Washington Job Protection Agreement. Rule 32 is not in issue as Carrier does not dispute its applicability, including the \$400 transfer allowance. Rule 10(a) states:

"Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family, and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred."

Having examined the above language, this Board notes that the Organization and Carrier are required to agree in advance of any move of residence the exact extent of Carrier's responsibility. There is no evidence this was done in this case. Secondly, we find the language relied upon by Organization not supportive in that related expenses are limited to the time necessary for the transfer and a reasonable time thereafter not to exceed two days. Clearly, Rule 10(a) does not contemplate the expenses disallowed, and we hold the Carrier reimbursed the Claimant those expenses due him under Rule 32 and Section 10(a), supra.

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:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1985.