

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26000
Docket Number SG-25520

John E. Cloney, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Soo Line Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Soo Line Railroad Company:

On behalf of Mr. G. L. Otterson, for expenses from December 20 through December 23, 1982, \$51.65, incurred while working away from his headquarters. [Carrier file: 900-19-69]"

OPINION OF BOARD: Claimant is a Signalman headquartered at Neenah, Wisconsin, who was assigned to relieve the Signal Maintainer at Waupaca, Wisconsin from December 20 through 23, 1982. He subsequently submitted an automobile mileage expense account for thirty-five miles from Neenah to Waupaca on December 20, 1982, and thirty-five miles from Waupaca to Neenah on December 23, 1982, as well as for meals. The meal claim was for lunch and dinner on December 20, 1982, three meals on December 21 and 22, 1982, and for breakfast and lunch on December 23, 1982. A specific sum was shown for each meal.

The Carrier rejected the claim stating Claimant "stayed at his home near Waupaca each evening and took his supper and breakfast at home" and offered to pay the claim if resubmitted with the breakfast and dinner charges deleted.

Rules 24 and 26 deal with hourly rated employees sent from their home stations. Rule 24 applies to situations where the employee does not return to the home station on the same day while Rule 26 applies to both one day and longer assignments. The Rules provide in pertinent part:

"Rule 24. Actual expenses will be allowed when away from home station if meals and lodging are not provided by the railroad."

"Rule 26. Actual expenses will be allowed while away from home station for not to exceed twelve (12) days on any one vacancy."

The Organization relies on these Rules and has not denied Carrier's contention that Claimant ate breakfast and dinner at home each day and used a Company truck to and from work while relieving at Waupaca.

Third Division Awards have held the terms "actual expenses" requires a Claimant be reimbursed for out of pocket expenditures only and not for "some arbitrary figure to which he thinks he is entitled". (17536, 12120, 10923) We conclude these principles apply here. The claim is denied to the extent that it seeks more than reimbursement for the noon meal and mileage on the days in question.

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 Employee involved in this dispute are respectively Carrier and Employee 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

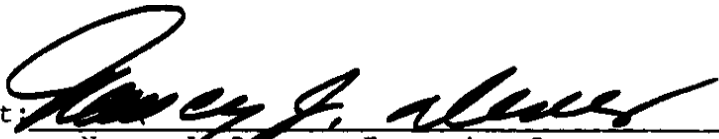
That the Agreement was violated.

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 25th day of April 1986.

