

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26359
Docket Number MW-26156

Marty E. Zusman, Referee

(Brotherhood of Maintenance of Way Employees
PARTIES TO DISPUTE: (
(Southern Pacific Transportation Company (Eastern Lines)

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

1. The Carrier violated the Agreement when it failed and refused to reimburse Mr. R. Landry for the expenses he incurred while performing relief bridge tender's duties during August and September 1983 as itemized in his Personal Expense Account forms dated September 15 and October 15, 1983 (System File MW-83-132/406-12-A).

2. Mr. R. Landry shall now be paid \$1,099.30 as reimbursement for the personal expense he incurred during August and September 1983."

OPINION OF BOARD: Claimant was in furloughed status and performed extra work relieving Bridge Tenders. On September 15, 1983, and October 15, 1983, Claimant submitted for reimbursement for meals, lodging and automobile expenses incurred in the performance of his various assignments. The Carrier refused reimbursement.

The Organization argues that the Carrier violated Article 16, Section 12, paragraphs 2 through 7 which support reimbursement for mileage, lodging and meals while doing relief work. As the Claimant was in furloughed status, his only headquarters was the Divisional headquarters at Lafayette, Louisiana, which was also his home. His movement to Baldwin, Bayou Boeuf and West Lake, Louisiana to perform Bridge Tender relief work necessitated expenses which were reimbursable under Article 16, Section 12 which reads in pertinent part from various subsections that:

"When an employee performs relief service away from his assigned headquarters at a location where no living accommodations are provided by the company, the relief employee will be reimbursed for actual necessary expenses for meals and lodging.

An employee who is required to use his automobile in the direction of Management between his designated assembly point and the job site or location of work, will be allowed the established rate for actual miles traveled."

The Organization further notes that the Carrier was aware of Claimant's right for reimbursement and informed him prior to his accepting the position that his personal expenses would be reimbursed.

The Carrier argues that the Claimant was in furloughed status and requested to perform extra work. Such work was available to relieve Bridge Tenders on vacation or off due to illness. Claimant was therefore sent to fill those positions at different locations. As such, he was not entitled to claim expenses as herein disputed. In fact, his expenses from home to each location of assignment is not Rule supported and as he was specifically recalled to work at each location, that location was his established headquarters while performing his relief work. The Carrier denies any Rule support for reimbursement under the circumstances at bar noting that "[t]here is no rule providing payment of mileage between his home and his work site."

In the Board's review of Article 16, Section 12, paragraphs 2 through 7, we find no support for the Organization's Claim for reimbursement. Our reading of sections pertaining to lodging, meals and transportation neither supports the Claim, nor refers to the situation of a furloughed employee. There is no evidence of record that Claimant's home could be or was designated as an assigned headquarters. Organization's assertion that Claimant was instructed by a Carrier Official that he would be reimbursed (which was not denied by the Carrier), does not rise to the level to overcome contract language. The Claim must therefore be denied. This finding is consistent with a recent Award involving similar issues and circumstances as in the instant case (Third Division Award 26223).

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. Dever - Executive Secretary

Dated at Chicago, Illinois, this 8th day of June 1987.