

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(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. J. T. Shortnacy for the personal expense he incurred as a result of his assignment to perform relief service at the Switch Panel Plant in Houston, Texas from October 16 through 31, 1983 and November 9 through 28, 1983 (System Files MW-84-21 and MW-83-133).

(2) Claimant J. T. Shortnacy shall be reimbursed \$614.59 for the expense he incurred from October 16 through 31, 1983 and \$674.54 for the expense he incurred from November 9 through 28, 1983 for a total of \$1,289.13."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The relevant facts of the instant claims are not in dispute. Claimant, with seniority as a Machine Operator, was requested to perform relief service at Carrier's Houston, Texas, Switch Panel Plant. The periods of service extended from October 16 to 31 and November 9 to 28, 1983. During this time Carrier provided no living accommodations. Claimant either traveled to the work site from his home in Del Valle, Texas, in his personal vehicle, or he sought lodging in a motel near the work site.

Thereafter, Claimant submitted an expense account to Carrier, which Carrier declined. As a result, on December 2, 1983, the Organization filed the instant claims alleging that Carrier improperly failed to reimburse Claimant for his expenses. Carrier timely denied the claims. Thereafter, the claims proceeded in the usual manner on the property. They are now before this Board for adjudication.

The Organization asserts that Carrier violated Article 16, Section 12, when it failed to reimburse Claimant for expenses incurred while on relief service at Carrier's Houston, Texas, Switch Panel Plant. As no accommodations were available to Claimant at Houston, and Carrier did not designate headquarters for Claimant, it is the Organization's position that Claimant properly assumed his Del Ville home to be his headquarters assembly point. As such, the Organization asserts that under Article 16 Claimant is entitled to reimbursement for expenses incurred while performing "relief services away from his ... headquarters."

Additionally, the Organization urges that if Claimant's initial point of return to temporary service, Porter, Texas, was designated as his headquarters, Claimant would still be entitled to reimbursement. This is especially so the Organization maintains, in light of Article 16, Section II, which provides that Carrier cannot relocate headquarters more frequently than "once each 60 days and only after at least 15 days' written notice." For the foregoing reasons, the Organization asks that the claims be sustained.

Carrier, on the other hand, argues that its denial of Claimant's expenses was proper. Carrier maintains that inasmuch as Claimant was recalled from furlough status to perform service at Carrier's Houston Switch Panel Plant, this was his headquarters. As such, it is Carrier's position that Claimant was not entitled to reimbursement of expenses because he was not away from his "assigned headquarters" within the meaning of Article 16, Section 12. For the foregoing reasons, Carrier asks that the claims be denied.

After careful review of the record evidence, this Board is convinced that the claims must be denied. This is true for the following reasons.

First, the language of Article 16 makes no provision for reimbursement of expenses incurred by an employee recalled to service, traveling en route from his home to his designated assembly point. (See Third Division Award 26223.) This Rule provides for such reimbursement when an employee travels from one designated assembly point to another. Clearly, in the instant case, Claimant was recalled to service exclusively at Carrier's Switch Panel Plant. Therefore, Claimant is not entitled to reimbursement of expenses when traveling from his home to that point.


Second, there is no evidence to suggest that Claimant's home could be or was designed as his assigned headquarters. Further, a mere assertion by the Organization that a Carrier Official informed Claimant he would be reimbursed does not overcome the contractual language. (See Third Division Award 26359.) Accordingly, and for the foregoing reasons, the claims are denied.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Beyer - Executive Secretary

Dated at Chicago, Illinois, this 25th day of February 1988.