

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Delaware and Hudson Railway Company

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

(1) The Agreement was violated when the Carrier failed and refused to reimburse System Equipment Operators F. Lipka and A. Gigliotti for expenses they incurred while working away from home March 1 through March 15, 1985 and April 1 through April 26, 1985 (F. Lipka) and December 1 through 23, 1984, January 1 through 31, 1985, February 1 through 28, 1985 and March 17 through 29, 1985 (A. Gigliotti) [System Files 24.84 (BMWE-20-85) and 24.85 (BMWE-21-85)].

(2) Claimant F. Lipka shall be allowed Nine Hundred Fifty-Two Dollars and Thirty-Eight Cents (\$952.38) and Claimant A. Gigliotti shall be allowed Two Thousand Seven Hundred Ninety-Eight Dollars and Twenty Cents (\$2,798.20)."

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.

This Claim presents the same issues as Third Division Award 27916. In that case, we already have held that employees covered by the April 1980 Agreement are entitled to payment for personal expenses when assigned to a work site away from their headquarters.

However, some of the facts in the instant case differ. Here, the Organization does not dispute the fact that the Claimants reported daily to their headquarters.

The Carrier states, without contradiction, that the Claimants began and ended each day at their headquarters locations. The Carrier provided transportation between headquarters and the work site each day.

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89-3-86-3-430

Paragraph B.4 of the 1980 Agreement specifically provides that "[t]raveling expenses will not be allowed for mileage when the Carrier provides transportation." Therefore, we will disallow Claims for mileage to the work sites, but will sustain the claim for personal expenses incurred for food and lodging.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 18th day of May 1989.