

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30881
Docket No. TD-30968
95-3-92-3-794

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

PARTIES TO DISPUTE: (American Train Dispatchers Association
(Consolidated Rail Corporation (CONRAIL))

STATEMENT OF CLAIM:

"System Docket TD-105
Appeal of claim for G.R. Drysdale for violation of Rule 15. Please allow Mr. Drysdale \$22.88 in travel expenses. Mr. Drysdale attended his annual book of rules class at Weirton, W. Virginia.

System Docket TD-140
Appeal of claim for D.B. Amstutz for violation of Rule 15. Please allow Mr. Amstutz \$74.25 in travel expenses. On the claim date, November 19, 1991, Mr. Amstutz drove to attend an annual book of rule examination in Cleveland, Ohio."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Claimants were required by Carrier to attend Rule examinations away from their headquarters location (Pittsburgh, Pennsylvania). Claimants used their personal vehicles to drive from their homes to the site of the examinations. Claimants submitted travel expense claim forms requesting compensation from their headquarters to Weirton, West Virginia (Claimant Drysdale) and Cleveland, Ohio (Claimant Amstutz).

The Organization asserts that Carrier violated Rule 15 (c) of the Agreement when Claimants' claims for reimbursement for actual mileage driven to the examinations were denied. It argues that in accordance with Rule 15 (c), Claimants are entitled to "...actual necessary expenses including automobile mileage while away from headquarters...."

As such, the Organization asks that the claims be sustained in their entirety.

The Carrier denies that it violated the Agreement here. It argues that Claimants were required to attend Book of Rules classes, but requested to attend classes at locations other than their headquarters. The actual distances driven by the Claimants to these classes were less than their normal commutes to their headquarters, and they drove to these locations at their own request, for their own convenience.

Carrier insists that Rule 15 (c) states that Train Dispatchers will be reimbursed for actual auto mileage expenses incurred while attending classes. It contends that the Organization's claim for mileage in which an employee uses his or her headquarters as the point from which he or she would claim expenses is unfounded.

Accordingly, and for the foregoing reasons, Carrier asks that the claims be denied in their entirety.

Rule 15 (c) provides for the reimbursement of necessary expenses while at a class required or authorized by Carrier. There is no dispute that Claimants were required to attend these classes. The evidence indicates that the Claimants used their headquarters as the point from which he would claim expenses. This is clear and appropriate under the language contained in Rule 15. Headquarters is the appropriate starting point. In addition, without the use of headquarters as the central location point, it is possible that the language of Rule 15 (c) might be applied in an arbitrary and discriminatory manner.

Accordingly, and for the foregoing reasons, the claims are sustained.

AWARD

Claims sustained.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 10th day of May 1995.