

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 43878
Docket No. SG-45227
20-3-NRAB-00003-180698

The Third Division consisted of the regular members and in addition Referee Paul Betts when award was rendered.

PARTIES TO DISPUTE: (**Brotherhood of Railroad Signalmen**
(**Union Pacific Railroad Company**)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of R. Storbeck, for 25 hours and 45 minutes at his straight-time rate of pay, \$491.13 in mileage compensation (918 miles @ 0.535 per mile IRS Rate), and \$30 meal expense, account Carrier violated the current Signalmen’s Agreement, particularly Rules 26 and 65, when on June 13, 2017, it improperly moved the Claimant’s Zone Gang from Chicago, Illinois, to Pecos, Texas, without providing advanced notice and without providing him transportation to retrieve his personal automobile at Midway Airport in Chicago, Illinois, causing him to incur the expense of retrieving his vehicle without being properly compensated. Carrier’s File No. 1690471. General Chairman’s File No. S-26, 65-1653. BRS File Case No. 15919-UP. NMB Code No. 32.”

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 were given due notice of hearing thereon.

At the time of incident, the Claimant worked as a Signal Foreman on Gang 2749 in Chicago, IL. The Claimant's work cycle is eight days on duty, Tuesday to Tuesday, followed by six days of rest. The Claimant worked his last regular workday on Tuesday, June 6, 2017, then flew home for his six days of rest, leaving his personal vehicle at Midway Airport in Chicago, IL. On June 7, 2017, the Claimant was given notice that his work group would be moving to Pecos, Texas and he was to report to the new location at the beginning of the next work cycle.

In the instant claim, the Organization alleges the Carrier violated the Agreement when it required the Claimant to move from Chicago, IL to Pecos, TX, without advance notice and without providing him transportation to retrieve his personal vehicle at Midway Airport. Specifically, the Organization argues a) the Claimant was not provided proper notice of a location change per Rule 26, b) the Claimant is entitled to mileage reimbursement, travel expenses, and travel time, and c) the Carrier failed to compensate the Claimant under Rule 26 for the expense he incurred retrieving his personal vehicle. If the Carrier would have notified the Claimant prior to the end of his work cycle on June 6, 2017, the Claimant could have driven his vehicle home at the end of his shift that day rather than fly home.

The Carrier argues a) the Claimant was provided proper notice under Rule 26 for the change in work location, as he had been previously advised the gang would be moving to Pecos, TX and that he should be prepared to go there at any time, b) the Claimant was properly paid his work to home travel allowance at the end of his work cycle, and c) the Claimant elected to leave his vehicle at Midway Airport and the Carrier is not obligated to compensate the Claimant for such.

Based upon a thorough review of the record and the unique facts and circumstances presented in this specific case, the Board finds the Claimant is to be reimbursed mileage at the Agreement rate for travel from Chicago, IL to Pecos, TX. In addition, the Claimant is to be reimbursed \$30.00 as a meal allowance.

The Board must note that the fact pattern in this case is unique and holds that this award is not to be used as guidance or precedent in any future cases.

Although the Board may not have repeated every item of documentary evidence, nor all the arguments presented, we have considered all the relevant evidence and arguments presented in rendering this Award.

AWARD

Claim sustained in accordance with the Findings.

ORDER

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 28th day of January 2020.