

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 44585
Docket No. MW-44362
22-3-NRAB-00003-200836**

The Third Division consisted of the regular members and in addition Referee James M. Darby when award was rendered.

**(Brotherhood of Maintenance of Way Employees Division -
(IBT Rail Conference**

**PARTIES TO DISPUTE: (
(BNSF Railway Company**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier refused to properly compensate Mr. T. Reasoner for mileage and travel time for traveling in his personal vehicle from his CLC lodging site to the work assembly point beginning on April 13, 2015 and continuing to May 15, 2015 (System File 20-SF33-1588/ 14-15-0387 ATS).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimant T. Reasoner must now be allowed one thousand two hundred (1,200) miles and one thousand two hundred fifty-eight dollars and forty cents (\$1,258.40) in travel time.”**

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.

The record shows that the Claimant was assigned to a District 700 mobile grapple truck on March 2, 2015. Between April 13, 2015, through May 15, 2015, the grapple truck was tied up in Newton, Kansas with other BNSF Maintenance of Way employees. BNSF provided lodging in Newton, KS since it was the “station, city or town on the railroad nearest the work location” in accordance with Rule 7(c)2-Assembly Point. In this regard, employees assigned to mobile positions are entitled to meal allowance on a seven-calendar day basis, and when the Company provides lodging, the employee must use the Company-provided lodging.

In this instant case, the Company provided lodging in Newton, Kansas because it was the “station, city or town on the railroad nearest the work location.” Supervisor Platt stated that Newton, Kansas was the “central point of the territory” and that is where the grapple truck was tied up, unless directed otherwise for other projects. However, the Claimant, without Supervisor Platt’s knowledge or approval, booked lodging in Wichita, Kansas, a one-way distance of approximately 28.6 miles or 30 minutes further away from Newton, Kansas. The Claimant charged BNSF 1,200 miles or \$690.00 (paid at the IRS reimbursement rate of \$0.575 per mile) and \$1,258.40 in travel time for this additional travel (Claimant was charging 45 minutes each way).

Based on the foregoing, the claim must be denied. the Agreement does not provide for reimbursement of unauthorized travel or use of personal vehicle, and BNSF has the right to designate the lodging facility as set forth in Sections 37(g) and 38(h). There is no evidence on this record that the Claimant had authority to stay anywhere other than Newton, Kansas. Thus, Timekeeping’s disallowance of the travel time and mileage claimed was proper.

Accordingly, for all these reasons the claim is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 29th day of October 2021.