**Form 1** **NATIONAL RAILROAD ADJUSTMENT BOARD**
**THIRD DIVISION**

**Award No. 44811**
**Docket No. SG-46682**
**23-3-NRAB-00003-210212**

**The Third Division consisted of the regular members and in addition Referee Kathryn A. VanDagens when award was rendered.**

**(Brotherhood of Railroad Signalmen**
**PARTIES TO DISPUTE: (**
**(BNSF Railway Company**

**STATEMENT OF CLAIM:**

**"Claim on behalf of B.I. Sterner, for $109.04 in unpaid mileage expense, account Carrier violated the current Signalmen's Agreement, particularly Rules 46(I) and 51(D), when it failed to reimburse the Claimant mileage on September 9 through 12, 2019, when Claimant traveled in lieu of staying in company provided lodging. Carrier's File No. 35-20-0012. General Chairman's File No. 19-081-BNSF-20-C. BRS File Case No. 16353-BNSF. NMB Code No. 37."**

**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 this dispute arose, the Claimant was assigned to Mobile Signal Crew SSCX0189. His assigned schedule is Monday to Monday 07:00 AM to 17:30 PM, working 8 days on and 6 days off. From September 9 to September 12, 2019, the Claimant stayed in his camper at an RV park during his work cycle instead of lodging at Carrier's expense. He submitted a request for reimbursement of $109.04 for 188 miles over a four-**

**day period. The Carrier denied the expense report after determining that the Claimant was ineligible for the claimed mileage expense.**

**In a letter dated November 5, 2019, the Organization filed a claim on behalf of the Claimant. The Carrier responded to and denied the claim in a letter dated December 23, 2019. Following discussion of this dispute in conference, the positions of the parties remained unchanged, and this dispute is now properly before the Board for adjudication.**

**The Organization contends that the Carrier violated the parties' Agreement when it denied the Claimant's reimbursement request, in particular Rule 46(I) which states,**

> **An employee working away from his home may, rather than staying overnight in a lodging facility (hotel or motel), claim mileage up to a maximum of 120 miles for a round trip to return home. On days so claimed, no evening meal allowance will be paid on the day going or a breakfast meal allowance on the morning of return.**

**The Organization contends that although the Claimant's camper was used as a temporary residence, it is still recognized as a proper residence. The Organization contends that because the Claimant stayed in a camper parked close to his reporting location, his claimed expenses were significantly lower than the 120-mile threshold permitted by the Agreement.**

**The Carrier contends that the Organization has failed to show how the Agreement was violated. The Carrier contends that historical practice has been to reimburse employees for personal vehicle mileage when they choose to travel to home, rather than stay in corporate lodging. The Carrier contends that the Rule clearly states that an employee may be reimbursed for mileage when the employee "returns home." The Carrier contends that the Claimant's residence on file is the only location to which he can seek mileage reimbursement. The Claimant did not return to his home, but to a camper away from his home.**

**The Carrier contends that the plain language of the Agreement does not support the Organization's claim. Further, it has not pointed to any arbitral precedent or past practice demonstrating that the Carrier has reimbursed any employee for personal vehicle mileage when commuting to an RV park or campground, rather than their place of residence.**

**When the language of the parties' agreement is clear and unambiguous, this Board need look no further than the negotiated language agreed to by the parties to resolve their dispute. It is only appropriate to consider past practice or other interpretative aids when the provision is ambiguous.**

**Here, the parties' Agreement provides that an employee may claim up to 120 miles round trip to their home when they choose to commute to the work site, rather than stay in corporate lodging. The Claimant did not return to his home, but to a camper located in an RV park. Although his request for reimbursement was considerably below the maximum amount allotted in the Agreement, the plain language of the Agreement does not provide for mileage reimbursement under these circumstances. The parties agreed only that an employee who made a round trip to return home could claim mileage. The common meaning of home does not include a temporary stay in an RV. If the Organization's claim were to be allowed, this Board would be rewriting the parties' Agreement, which we do not have the authority to do. Without a new rule, this claim cannot be allowed.**

## 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 28th day of October 2022.**