

PUBLIC LAW BOARD NO. 3460

Award No. 32
Case No. 32

PARTIES
TO
DISPUTE

Brotherhood of Maintenance of Way Employees
and
Burlington Northern Railway Company

STATEMENT
OF CLAIM

- "(1) That Carrier violated the effective agreement when declining to reimburse Water Service Mechanic D. P. Brown, \$12.00 (21st), \$12.00 (22nd) and \$4.50 (28th) on his June 1980 expense account.
- (2) Water Service Mechanic D. P. Brown now be allowed the \$28.50 expense for June 1980 denied by his B&B supervisor."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

Claimant worked on his rest days on the dates indicated above due to the excessive volcanic ash attributable to the Mt. St. Helen's eruption. He worked past his tenth hour on each day in question. His claim on each of the days is for the expenses attributable to the second meal period after the tenth hour. For the reasons indicated in the earlier cases dealing with the identical issue (Cases 12 through 15 initially), the claim herein must also be sustained. The rationale expressed in the earlier cases is applicable in this instance as well.

AWARD

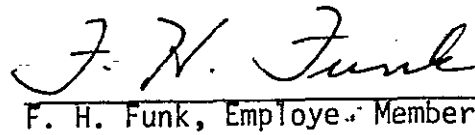
Claim sustained.

ORDER

Carrier will comply with the award herein within thirty
(30) days from the date hereof.



I. M. Lieberman, Neutral-Chairman


W. Hodynsky, Carrier Member
F. H. Funk, Employee Member

St. Paul, Minnesota

May 22, 1985