

PUBLIC LAW BOARD NO. 2960

AWARD NO. 121
CASE NO. 155

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

Chicago & North Western Transportation Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Agreement when it failed and refused to reimburse Mr. D. L. Grannon for the personal expenses he incurred as a result of being held away from his assigned headquarters.
(Organization File 2T-4469; carrier File 81-84-102)
- (2) Claimant D. L. Grannon shall be reimbursed \$215.00 for the expenses he incurred from November 24, 1983 to December 23, 1983.

OPINION OF THE BOARD

This Board, upon the whole record and all of the evidence, finds and holds that the Employee and Carrier involved in this dispute are respectively Employee and Carrier within the meaning of the Railway Labor Act, as amended, and that the Board has jurisdiction over the dispute involved herein.

The basic facts are essentially undisputed. Prior to October 26, 1983, the Claimant was employed as an Assistant Foreman on a Central Division Rail Pick-Up Gang. On October 26, 1983, Claimant was assigned by Bulletin No. 538 to an Assistant

Foreman position on a Rail Gang performing construction work at that time on the same Division. However, Claimant was not physically released from his former position to assume his new duties. The Claimant then submitted an expense account on December 23, 1983, claiming a total of \$307.00 in camp car and mileage expenses on the basis that he was "held away from his assigned headquarters." The expense account was reduced by a total of \$215. The Carrier disallowed meal claims for November 24, 25, 26 and 27, 1983, since the Claimant was voluntarily absent from work on November 28. The remaining \$182 of the disallowance related to the Carrier's contention that the Claimant was not entitled to mileage under the facts surrounding the claim.

The Organization relies on the following rules:

"(a) All new or vacant position of a class coming within the scope of this Agreement, known to be of thirty (30) calendar or more days duration, will be bulletined for a period of ten (10) calendar days and assigned within seven (7) calendar days subsequent to termination of the bulletin.

"Employees assigned positions on bulletins must take position assigned to within thirty (30) calendar days, unless prevented from doing so by illness, leave of absence or other good and sufficient reason."

Rule 46:

"Employees will be reimbursed for cost of meals and lodging incurred while away from their regular outfits or regular headquarters by direction of the Company whether on or off their assigned territory. This rule not to apply to employees customarily carrying midday lunches and not being held away from their assigned outfit cars or headquarters two hours beyond normal quitting time."

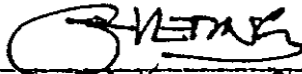
It is the opinion of the Board that neither of these Rules support a claim for mileage. Rule 16(a) clearly relates only to bulletins and similarly Rule 46 provides only for meals and lodging while away from one's regular outfit. Neither Rule relates to mileage expenses. Moreover, no mileage expense was incurred.

With respect to the deduction for meals, this appears to be proper since the Claimant's absence on November 28 is undisputed and since both the rail gang and rail pickup gang were bulletined under Rule 47. Rule 47 provides, in pertinent part, for "camp car" expenses consisting of a fixed lodging allowance of \$11.75 per day for each day of service rendered, and a fixed meal allowance of \$8.25 per day for each day of the calendar week including rest days and holidays, "except that it shall not be payable for work days on which the employee is voluntarily absent from service, and it shall not be payable for rest days if the employee is voluntarily absent from service when work was available for him on the work day preceding or the work day following said rest days or holiday." Thus, regardless of where he was working, either the rail gang or rail pickup gang, the meal deduction was proper.

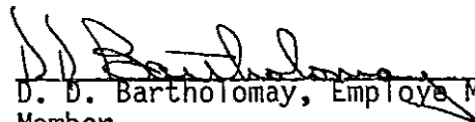
In view of the foregoing, the Claim is denied.

AWARD

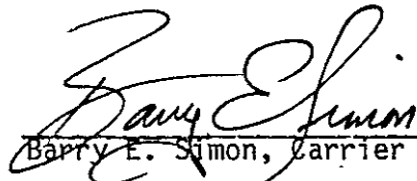
The Claim is denied.



Gil Vernon, Chairman



D. D. Bartholomay, Employee Member
Member



Barry E. Simon, Carrier

Dated: Oct 24, 1986