

PUBLIC LAW BOARD NO. 3460

Award No. 13

Case No. 13

PARTIES
TO
DISPUTE

Burlington Northern Railroad Company
and
Brotherhood of Maintenance of Way Employees

STATEMENT
OF CLAIM

"Claim of the System Committee of the Brotherhood that:

- (1) That Carrier violated the effective agreement when it declined to reimburse Truck Driver John W. Clark expenses claimed for July, \$5.90, August, \$20.75 and September, \$5.65, 1980 Expense Account.
- (2) Truck Driver John W. Clark, now be allowed the expenses for July \$5.90, August \$20.75 and September \$5.65, 1980, denied by his Roadmaster."

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 herein, working with the rail detector, was required to work until late in the evening on July 19, August 21, August 22, August 26 and September 4, 1980, changing out broken rails. On each of the days in question, claimant was permitted time for a meal after having to work more than ten hours to accomplish his tasks, but was not reimbursed for expenses of that meal. On each day claimant started to work at 8:00 A.M. and, in each instance, worked at least ten hours. Also, on each of the days in question claimant was on his assigned territory, but not at his headquarters point which was Elk River.

In all respects, the circumstances involved in this matter are virtually identical with those described in Award No. 12 of this Board. In fact, claimant herein worked with the Foreman involved in Award No. 12 on September 4, 1980. There is no question, as in Award No. 12, that there was no emergency on any of the days in which claimant was working the long shift. The arguments advanced by both

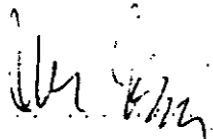
Carrier and Petitioner are identical to those in Case No. 12 and, for the reasons indicated, the Board in this case also views the circumstances identically as those in Award No. 12 and, accordingly, must sustain the claim. Therefore, for the reasons indicated in Award No. 12 in view of the identity of the facts, the award will be sustained.

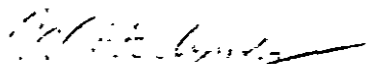
AWARD


Claim sustained.

ORDER

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


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I. M. Lieberman, Neutral-Chairman


W. Hodynsky, Carrier Member


F. H. Funk, Employee Member

March 29, 1985