

Award No. 1376

Docket No. 1300

2-MP-CM-'50

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 2, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (CARMEN)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1—That under the current agreement, particularly Rule 9, Carman M. B. Harris was unjustly dealt with when the carrier declined to pay him waiting and traveling time and for meals and lodging at Hope, Arkansas, between 3 A. M. on February 28 and 6:15 P. M. on March 3, 1949.

2—That accordingly the carrier be ordered to:

a) Additionally compensate this employe for waiting and traveling time from 3 A. M. to 7 A. M. on February 28 and from 4 P. M. to 6:15 P. M. on March 3, 1949, in the amount of 6¼ hours.

b) Reimburse this employe for meals and lodging between 3 A. M. on February 28 and 6:15 P. M. on March 3, 1949, in the amount of \$18.74.

EMPLOYEES' STATEMENT OF FACTS: Roundhouse Foreman J. R. Smith, at Gurdon, Arkansas, on February 28, 1949, called Carman M. B. Harris, hereinafter referred to as the claimant, at 2 A. M. at his home advising him that Carman Easter at Hope, Arkansas, had been granted a four-day leave to consult with his doctor and that he desired him (claimant) to fill the vacancy, and that Train 31 would leave at 3 A. M. The claimant acceded to Foreman Smith's request and, followed by the usual preliminary arrangements, left Gurdon on Train 31 at 3 A. M., arriving in Hope at 4 A. M., where he waited until 7 A. M. to commence work. This is affirmed by the copy submitted of Form 6301 signed by the claimant, identified as Exhibit A. The claimant's assigned hours at Hope were the same as Carman Easter, from 7 A. M. to 12 Noon and from 1 P. M. to 4 P. M. with one hour for lunch.

On March 3, 1949, the claimant completed this assignment at 4 P. M. and there being no immediate train available on which to return home he secured bus transportation, leaving Hope at 5:15 P. M., arriving in Gurdon at 6:15 P. M., which is also substantiated by Exhibit A.

The claimant was not provided meals and lodging by the company and this is affirmed by the claimant's statement of actual expenses, copy of which is submitted, identified as Exhibit B.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

When the temporary vacancy occurred at Hope, Arkansas, carrier found it necessary to fill the position. This it did in the usual manner by notifying the local chairman at Gurdon, Arkansas, to provide relief. This he did.

Rule 9 (a) provides in part:

"Employes sent out to temporarily fill vacancies at an outlying point * * *."

The facts of this case bring claimant within the quoted provision of Rule 9 (a) rather than Revised Rule 23 of the parties' effective agreement. Claimant was sent by carrier to temporarily fill the vacancy at this outlying point although done in the usual manner through the medium of the local chairman. When he was sent to fill the temporary vacancy, which carrier found it necessary to fill, he became an employe within the intent and meaning of Rule 9 (a).

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of February, 1950.