

Award No. 1537
Docket No. 1461
2-D&RGW-CM-'52

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 10, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

**THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement the carrier improperly bulletined a temporary vacancy and denied Carman R. L. Putman necessary expenses for driving from Helper, Utah to Columbia Junction, Utah to cover temporary vacancy, each day he worked during the months of January and February, 1951.

2. That accordingly the carrier be ordered to:

(a) Desist in bulletining temporary vacancies.

(b) Compensate the aforementioned employe for necessary expenses in the amount of \$124.80 for January and \$140.80 for February, 1951.

EMPLOYEES' STATEMENT OF FACTS: On December 21, 1950, Bulletin No. 1-175 was posted at Helper, Utah, for position of carman at Columbia Junction, Utah, a copy of which is submitted herewith and identified as Exhibit A. On December 26, 1950, R. L. Putman (hereinafter referred to as the claimant), was notified that because of no bidders on Bulletin No. 1-175, he was so assigned, copy of notification submitted herewith and identified as Exhibit B. The claimant took over this temporary assignment at Columbia Junction on December 29, 1950, and his travel expense of \$9.60 for December, 1950, for travel between Helper, Utah and Columbia Junction, Utah was allowed by the carrier.

On January 2, 1951, a caboose was spotted at Dragerton for the use of the claimant to live in as lodging. There was no water, toilet facilities, bedding or cooking equipment available in the caboose and it was in an extremely dirty and dilapidated condition due to it having been out of service for a considerable length of time and stored near a coal tipple. It accordingly was not fit for a person to live in and since there was no lodging or other accommodation available at Columbia Junction, the claimant continued to drive to work from Helper, Utah, his home point, where he held a regular assigned position and where he could get proper lodging in his own home.

At the end of January, 1951, an expense account of \$124.80 for car mileage at six cents (6¢) per mile was presented and at the end of February,

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.

Having carefully considered the facts and circumstances peculiar to this particular case, we think the monetary feature of the claim should be paid subject to mileage verification without generalizing the meaning or application of the working agreement involved, i.e., this finding and award shall not be used as a precedent where a different set of facts and circumstances prevail.

AWARD

Claim sustained per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March, 1952.