

Award No. 3122

Docket No. 3159

2-C&O-CM-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Southern Region and Hocking Division)**

DISPUTE: CLAIM OF EMPLOYES:

1. That the carrier violated the current agreement, particularly 12½ (b) when Carmen C. C. Crabtree and P. M. Boes were required to use their own automobiles for transportation from starting point Walbridge, Ohio repair track to Presque Isle Docks, a distance of 10.5 miles, and the Carrier declined to reimburse said claimants for such transportation cost.

2. That accordingly the Carrier be ordered to pay Carmen C. C. Crabtree and P. M. Boes transportation cost on the following dates.

P. M. Boes July 24, 27, 28, 29, 30, 31, and August 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 1957, a total of 17 trips.

C. C. Crabtree July 24, 25, 26, 27, 28, 29, 30, 31, and August 1, 3, 4, 5, 6, 7, 8, 9, 12, 13, 1957, a total of 17 trips.

EMPLOYEES' STATEMENT OF FACTS: The Chesapeake & Ohio Railway Co., hereinafter referred to as the carrier, operates a car repair shop at Walbridge, Ohio, whereat it employs carmen. The carrier also maintains an operation at Presque Docks which is located 10.5 miles from its Walbridge Car Shop. Quite frequently the carrier finds it necessary to send carmen who are regularly assigned at Walbridge to its Presque Docks to perform carmen's work.

Carmen C. C. Crabtree and P. M. Boes, hereinafter referred to as the claimants, are regularly assigned as carmen at the carrier's Walbridge Car Shop with assigned hours as follows:

Crabtree—Monday through Friday—7:00 A. M. to 3:30 P. M.
Rest days Saturday and Sunday

3. Had Rule 12½ been applicable, which it was not, claimants would not be entitled to mileage allowance since they did not drive outside the environs of their headquarters point and come within the exceptions set forth in paragraphs (b) and (c).

4. The employes used their own automobiles as a convenience to themselves.

5. The claimants were not "required" to use their automobiles as stated in Paragraph (1) of the claim set forth by the employes.

On the basis of the facts, carrier urges that the claim be denied.

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.

The primary issue is whether or not the carrier is in violation of Agreement rules in requiring the claimants "to use their own automobiles for transportation from starting point, Walbridge, Ohio, repair track to Presque Isle Docks."

The carrier shows that a truck is available for such transportation and asserts that "Had Carrier required the claimants to use their own automobiles for transportation, it would have allowed the regular mileage allowance of 7¢ per mile." The record does not disclose that the carrier required the claimants in the instant case to use their own automobiles; there is no basis for the assertion that the carrier violated the current agreement, and the claim for compensation is, therefore, disallowed.

AWARD

Claim disposed of per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of March, 1959.