

Award No. 3434
Docket No. 3316
2-StLSW-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Francis B. Murphy when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier has declined to properly compensate Carman C. H. Williams, Pine Bluff, Arkansas, for his actual expenses during the filling of temporary assignment at North Little Rock, Arkansas, November 7, through 18, 1957, under the current agreement.

2. That accordingly the Carrier be ordered to additionally compensate this employe for filling the aforesaid agreement in the amount of:

- a) \$42.03 for meals and lodging.
- b) \$16.64 for mileage driving his automobile from his home point to point of temporary assignment.

EMPLOYEES' STATEMENT OF FACTS: Carmen C. H. Williams, hereinafter referred to as the claimant, was furloughed at his home point, Pine Bluff, Arkansas, on August 20, 1957. Car Inspector A. L. Gaddy, North Little Rock, Arkansas, was scheduled to start his annual vacation of ten (10) days, and arrangements were made for claimant to fill the assignment at that point.

North Little Rock, Arkansas is an outlying point, where at the time of this claim two car inspectors were assigned. When the relief assignment was completed, claimant turned in an itemized list of his expenses on Forms 3773 and 3774, which the carrier has declined to allow.

This dispute has been handled with the carrier up to and including the highest designated officer of the carrier with the result that he has declined to adjust it.

'If the carriers were right here in the illustration they used, they would be unjustly imposing and penalizing, in fact, reducing, the compensation of these extra relief telegraphers solely because another man was being given a vacation. We say that certainly the vacation agreement does not intend any such thing, and cannot be properly interpreted in that way.' "

This quotation of the employees related to the illustration on which the referee ruled, page 101, as follows:

"In the statement of their position on Article 12 (a) the carriers submitted the following illustrations:

'(a) A telegrapher located at a certain station is allowed a 12 day vacation. It is necessary to send a relief telegrapher from division headquarters to take his place. Such relief telegrapher claims deadhead pay and transfer allowance under schedule rules. It is carriers' position that deadhead pay and transfer allowances are not due.'

"It is the ruling of the referee that if the existing rules agreement provides for deadhead pay and transfer allowances for relief work, such pay and allowances must be paid in connection with vacation reliefs."

It will be noted that the referee did not hold that the allowances should be made to the relief telegrapher as a right under the Vacation Agreement. To the contrary he held that such allowance was contingent on provisions of the schedule rules. In other words, he did not hold that the Vacation Agreement required expenses not required under the schedule rules for the same relief for reasons other than vacation.

In the carrier's opinion, it is clear that Article 12(a) of the Vacation Agreement did not extend the provisions of Rule 10 to employees who are not regularly assigned.

In the carrier's opinion, this was recognized by the employees when they submitted a proposed memorandum of agreement (Exhibit 1) designed to provide for payment of expenses and travel time to furloughed employees when used to fill **vacation vacancies** at points away from that at which they hold seniority.

The facts cited show that the claim is entirely without merit in any respect, and carrier respectfully submits that the claim should 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 employee or employees involved in this dispute are respectively carrier and employee 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.

Parties to said dispute were given due notice of hearing thereon.

Claimant who was a furloughed employe filled the position of Car Inspector at North Little Rock, Arkansas, during the vacation period of the regularly assigned Car Inspector.

✓ The expenses claimed were incurred in line with the provisions of Article 12 (a) of the Vacation Agreement and should be paid.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 4th day of April, 1960.