

Award No. 3448

Docket No. 3317

2-SLSW-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier has declined to properly compensate Carman J. H. Williams, Pine Bluff, Arkansas, for his actual expenses during the filling of temporary assignment at Camden, Arkansas, November 11 through 16, 1957, under the current agreement.

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

a) \$21.96 for meals and lodging.

EMPLOYEES' STATEMENT OF FACTS: Carman J. H. Williams, herein-after referred to as the claimant, was furloughed at his home point, Pine Bluff, Arkansas, August 14, 1957. On November 11, 1957, Car Inspector Ernest Taylor, Camden, Arkansas, was scheduled to take five days of his vacation, and arrangements were made to send claimant to that point to fill the assignment. Upon return to his home point claimant turned in an itemized list of his expenses on Form 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.

The agreement effective November 1, 1953, and as subsequently amended is controlling.

POSITION OF EMPLOYES: It is submitted that claimant is entitled to be reimbursed for expenses incurred filling the aforementioned assignment under the rules of the controlling agreement, particularly the following:

1. Article 12 (a) of the Vacation Agreement, reading in part:

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.

Regarding that portion of the claim covering relief of the inspector who was relieving the foreman. This claim is clearly contrary to Award 2518 on which the employees rely, since the inspector relieved was not absent on vacation. He was relieving a foreman under the provisions of Rule 13-3, reading.

"13-3. Employees used temporarily to relieve Foremen will receive the Foreman's rate of pay and shall work the regular hours of the Foreman while so used."

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 should receive that portion of expenses incurred while relieving Car Inspector Ernest Taylor while Taylor was on five day vacation. (In line with this Board's findings in Award No. 3447.)

✓ We find that expenses for vacation period November 11 through November 15, 1957 must be paid, but deny the portion of expense for the date of November 16, 1957 while replacing the employee who relieved the Mechanical Foreman.

AWARD

Claim allowed in line with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of April, 1960.