

Award No. 4976

Docket No. 4733

2-SLSW-CM-'66

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Carrier has declined to properly compensate Coach Cleaner Bud Ates, Tyler, Texas, for his actual expenses during the filling of temporary assignment at Waco, Texas, during period April 4-30, 1963.

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

- (a) \$91.48 for meals and lodging and mileage between Tyler and Waco.

EMPLOYEES' STATEMENT OF FACTS: Coach Cleaner Bud Ates, hereinafter referred to as the claimant, was furloughed at his home point, Tyler, Texas. On April 4, 1963, he was sent to Waco, Texas, where he filled the vacation assignment of Laborer T. Sims through April 19, and then filled the assignment of Laborer O. C. Hays, who had entered the hospital, from April 20 through 30, 1963. At the time claimant worked these assignments at Waco, carrier had no furloughed laborers available for this service, and it was therefore divided between the two furloughed coach cleaners at Tyler.

When the relief assignment was completed, claimant turned in an itemized list of his expenses on Form L-148-A, which the carrier declined to allow.

This grievance has been handled with the highest designated officer of the carrier, who has declined to settle the matter. The agreement effective November 1, 1953, as subsequently amended, is effective.

POSITION OF EMPLOYEES: 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:

could not support claim in the present case during period subsequent to April 19, 1963, even if the claimant had been working under carmen's rules, since claimant's status under the carmen's agreement was that of a furloughed coach cleaner.

As pointed out above, claimant was not away from his headquarters as a laborer and consequently could not have any basis for a claim for expenses under any circumstances, but even if he had been away from his headquarters as a laborer, there is no rule under the laborers' agreement which would support a claim.

IV

For reasons set forth above, carrier respectfully submits that the claim is not supported by the rules and 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 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.

Parties to said dispute waived right of appearance at hearing thereon.

In accordance with Awards 1376, 2518, 2519, 3434, 3447, 3448 and 3564 the claim should be sustained under Article 12(a) of the Vacation Agreement with reference to the twelve working days from April 4 to April 19, inclusive, while Claimant was relieving Sims during the latter's vacation; but in accordance with said Awards 2518 and 3448 it should be denied with reference to the ensuing period while he was relieving Hays during surgery, because Claimant was not a regularly assigned employe and Rule 10 of the controlling Agreement was not applicable to him.

AWARD

Claim sustained to the extent indicated in the Findings, and remanded to the property for determination of the applicable expenses.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 11th day of November, 1966.