

Parties to Dispute:

(Brotherhood Railway Carmen of the United States
and Canada

(Southern Railway Company

1. That Carman T. C. Davis was unjustly required to forfeit expense money paid him by Muscogee County, Georgia in order to receive pay for days lost from work while serving as a juror.
2. That accordingly the Carrier be ordered to reimburse Mr. Davis thirty dollars (\$30.00), the amount of expense money he was required by the Carrier to pay to the Carrier.

(a) An employee must exercise any right to secure exemption from the ~~summons~~ and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(b) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed."

Claimant was paid \$10.00 each day for serving as a juror, for a total of \$50.00. Carrier required Claimant to turn over the \$10.00 per day that he received for jury duty on the days for which he claimed compensation. The Organization contends that this is a violation of Rule 37, since the \$10.00 per day allowance was for food, travel, and lodging and that is exempt under Rule 37. Carrier alleges to the contrary and argues that the \$10.00 per day that Claimant received from the County was a fee for juror service and not an expense payment for food, travel, and lodging.

Quite simply, the issue before this Board is what does the \$10.00 per day payment represent--a fee or money for expenses?

A careful review of this record reveals that the County of Muscogee supplied both Carrier and the Claimant with information on the payment that one might consider to be conflicting. The County sent Carrier a form indicating that Claimant was paid a rate of \$10.00 per day for five days served as a juror. The check received by Claimant for \$50.00 had the words expense allowance typed on it. Quite logically both parties point to these documents as support for their respective positions. It is interesting to note, however, that nowhere else in this record, other than Claimant's contention that the \$10.00 paid him was for food and travel, is food, travel, or lodging mentioned. While Claimant certainly could spend his \$10.00 per day for food or travel, there is nothing in the record to indicate that the payment he received was specifically paid to cover meal expenses, travel expenses, or lodging.

It appears from the record that the \$10.00 payment is more in the nature of an allowance for jury duty service rather than a payment for food, travel, or lodging. As such, the \$10.00 fee is returnable to Carrier, as specified in Rule 37. The Organization has not carried its required burden of proof in this case and the claim must be denied.

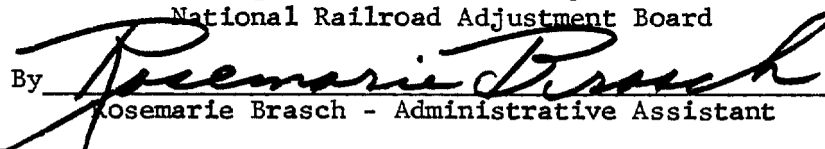
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 18th day of May, 1983.