

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

H. Nathan Swaim, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

GEORGIA RAILROAD

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

- (1) That Apprentice Foreman J. C. Thomas be reimbursed in the amount of \$118.25 for expenses incurred while working away from his headquarters by direction of the Management during the period January 16, 1947, to March 22, 1947, both dates inclusive;
- (2) That Apprentice Foreman H. G. Whitley be reimbursed in the amount of \$61.45 for expenses incurred while working away from his headquarters by direction of the Management during the period January 18, 1947, to April 9, 1947, both dates inclusive;
- (3) That Apprentice Foreman Edward S. Ray be reimbursed in the amount of \$14.00 for expenses incurred while working away from his headquarters by direction of the Management during the period March 24, 1947, to March 31, 1947, both dates inclusive.

EMPLOYES' STATEMENT OF FACTS: During the period of January 16 to March 22, 1947, J. C. Thomas was a regularly assigned Apprentice Foreman with headquarters at Camak, Georgia. By direction of his supervisor, J. C. Thomas was assigned to fill temporary vacancies of Foreman at the following points:

Harlem, Georgia	January 16 to January 18, 1947 inc.
Haddock, Georgia	January 23 to January 30, 1947 inc.
Harlem, Georgia	January 31 to March 22, 1947 inc.

While J. C. Thomas was away from his headquarters at Camak, Georgia, he incurred expenses for meals and lodging in the amount of \$118.25. He submitted these expenses to the Carrier, but the Carrier has failed to reimburse J. C. Thomas for these expenses.

During the period January 18 to April 9, 1947, H. G. Whitley was a regularly assigned Apprentice Foreman with headquarters at Union Point, Georgia. By direction of his supervisor, H. G. Whitley was assigned to fill temporary vacancies of Foreman at the following points:

Washington Branch, Georgia	January 18 to March 1, 1947 inc.
Social Circle, Georgia	March 17 to March 22, 1947 inc.
Carey, Georgia	April 1 to April 9, 1947 inc.

In April 1947, present General Chairman Padgett brought up the instant claims, and they were discussed in conference April 22, 1947, at which time we advised him that in our opinion Article 17 did not cover expenses for Apprentice Foremen doing relief work, but that we would allow them \$2.50 per day with the understanding that we could discontinue the allowance at our option, also that he withdraw the pending claims. This proposal was not acceptable to General Chairman Padgett.

The cost of living continued to increase in communities along our line. Carrier, in an endeavor to help out the Relief Foremen, unilaterally established an expense allowance of \$2.00 per day to Apprentice Foremen performing Relief work, this effective June 24, 1947, and still being in effect. This action was in no way an admission on our part that Rule 17 governed, but as above stated, was merely an endeavor on our part to help out in the living expenses of these men.

As we have heretofore pointed out, at the time agreement of December 16, 1944, was negotiated, Rule 17 was not construed as applying to Relief Foremen. This was confirmed in General Chairman Hancock's letter August 21, 1946, when he asked that we extend it to Relief Foremen. General Chairman Hancock negotiated the agreement and knew what it meant.

We believe we have conclusively shown that Rule 17 is not applicable and that the case is without merit. Therefore, we respectfully request that it be declined.

OPINION OF BOARD: This Docket presents the same questions as Docket No. MW-4137 on which Docket we have this day rendered an Award.

For the same reasons assigned in Award No. 4172 we hold that the Carrier violated the Agreement as herein alleged.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement as alleged.

AWARD

Claims (1), (2) and (3) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 22nd day of November, 1948.