

Award No. 12343
Docket No. SG-11622

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Michael J. Stack, Jr., Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly the Supplemental Agreement of June 1, 1955, pertaining to vacation relief work, when the Carrier called Mr. B. F. Jones to Leeds, Alabama, to relieve the Signal Maintainer who was on vacation.

(b) Mr. B. F. Jones be paid expenses in the amount of \$30.56 which were incurred while doing this vacation relief work.
[Carrier's File: Docket SIG 6849-SIG 444]

EMPLOYEES' STATEMENT OF FACTS: Mr. B. F. Jones was a furloughed Assistant Signalman for this Carrier. During the period of July 1 through July 11, 1958, the Signal Maintainer with headquarters at Leeds, Alabama, was on vacation and the Carrier recalled Mr. Jones from the furloughed list to fill the vacation vacancy. Mr. Jones filled the vacation vacancy at Leeds, Alabama, and subsequently submitted a statement of expenses covering the period he was relieving at Leeds to Mr. W. M. Whitehurst, Signal Engineer.

Under date of August 12, 1958, Signal Engineer Whitehurst declined to pay the expense account in the following letter to Mr. Jones:

"Returned attached is your statement of travel expenses for the month of July 1958 in the amount of \$30.56, showing expenses in connection with your relieving Signal Maintainer with headquarters at Leeds, Alabama, who was on vacation at that time.

Travel expenses are not allowed for an employe on furloughed list who is called for service."

In view of the Carrier's denial of his expense account, Mr. Jones turned the matter over to General Chairman J. R. Estes, Jr., who submitted the following claim to Signal Engineer Whitehurst under date of August 23, 1958:

by the Railway Labor Act, which is the proper source of authority for that purpose. See Award 5703. See, also, Awards 4439, 5864, 2491.

"The burden of establishing facts sufficient to require or permit the allowance of a claim is upon him who seeks its allowance." See Awards 3523, 6018, 5040, 5976. (Emphasis ours.)

And there are many more identical awards on this point such as Third Division Nos. 7870, 7718, 7653, 7440, 7422, 7153, 7166, 7101, 7093, 7068, etc.

The Board, having heretofore recognized the limitations placed upon it by law, and that it does not have authority to write new rules, and will therefore not attempt to further restrict Carrier's rights, there is ample reason for a denial award for this sole reason, if for no other.

CONCLUSION

It having been proven that—

- (1) The claim is dead under the Time Limit Rule, Article V of the November 5, 1954 Agreement on the Central of Georgia Railway;
- (2) The claim involves a claim for expenses for July 1-11, 1958, which expenses the petitioners have no agreement to cover;
- (3) The Central of Georgia did not violate any rule or past practice by declining to pay expenses for an employe who has no "home station" because he is unemployed;
- (4) The Board is without authority to grant the new Agreement and rule here demanded, and has so recognized in numerous prior awards;

the claim is clearly not supported by the Central of Georgia Agreement in evidence, and the Board cannot do other than make a denial award.

OPINION OF BOARD: This case is the same in all material respects as in Docket No. SG-11621, Award No. 12342.

(Exhibits not reproduced.)

We adopt the opinion therein as determinative of the issues of this case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Agreement was violated.

Claim sustained.

AWARD

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of March 1964.