



Award No. 14964
Docket No. SG-14095

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Pennsylvania Railroad Company that:

(a) The Company violated and is continuing to violate Article 1, Section 1, Article 4, Sections 9(a), 20(a), 20(d) and 20(f), of the current agreements, when, on August 29, 1961, it awarded the position of Inspector T&S with headquarters at Lemoyne, Pennsylvania, on Bulletin No. 61-18, dated August 28, 1961, and advertised on Bulletin No. 61-17, dated August 7, 1961, to J. B. Finegan, an employe with no bidding rights in the Inspector's Class.

(b) Foreman J. D. Shillow, an employe with bidding rights, be awarded the position of Inspector T&S with headquarters at Lemoyne, Pennsylvania — J. D. Shillow be paid 4.2 hours at the overtime rate of pay, and 100 miles at 8 cents a mile for traveling between Lemoyne, Pennsylvania, and the Camp Train at Gordonville, Pennsylvania, for each day he is working on the T&S Camp Train; also, Foreman Shillow be paid the difference in rate of pay between that of Inspector T&S and Foreman T&S from August 29, 1961, including all straight time, overtime, allowance time and holiday pay earned by J. B. Finegan because of the violation cited in Claim (a) above, until correction is made.

[System Docket No. 320 — Philadelphia Region (Hbg. District Case 16621)]

EMPLOYEES' STATEMENT OF FACTS: The Claimant in this dispute, Mr. J. D. Shillow, has a Foreman seniority date of April 16, 1957. At the time this dispute arose, he was working as a Foreman, headquartered in Camp Cars, located at Gordonville, Pennsylvania.

On Bulletin No. 61-17 dated August 7, 1961, Carrier advertised an Inspector position on Section 502. On Bulletin 61-18 dated August 28, 1961, Carrier awarded that position to J. B. Finegan, who held Foreman seniority from September 17, 1956, but was regularly assigned as a Leading Maintainer, Section 431, with headquarters at Lemoyne, Pennsylvania.

Train at Gordonville, Pennsylvania, for each day he is working on the T&S Camp Train" during the period August 29, 1961, through March 18, 1962.

(Exhibits not reproduced.)

OPINION OF BOARD: The Carrier on August 7, 1961, advertised an Inspector position on Section 502. On August 28, 1961, the position was awarded to J. B. Finegan who held Foreman seniority from September 17, 1956, but was regularly assigned as a Leading Maintainer with headquarters at Lemoyne, Pennsylvania.

Claimant Shillow had a Foreman seniority, date of April 16, 1957, and was working on the date of occurrence as a Foreman, headquartered in Camp Cars, located at Gordonville, Pennsylvania.

The Claimant contends that because he was working a position classified in Article 1, Section 1, whereas Finegan on the day involved was working a position classified in, Article 1, Section 2(a), the Claimant should have been assigned to the Inspector position advertised on August 7, 1961.

The Claimant seeks 4.2 hours of punitive rates and auto mileage allowance for each day he worked the position of Foreman in Camp Cars from August 29, 1961, to March 19, 1962. In addition he asks for the difference in earnings between the position he held and that awarded Finegan.

The record establishes that "in view of the particular circumstances" the Carrier has already allowed an amount representing the difference in earning until March 19, 1962 when Claimant was awarded an Inspector position.

Therefore we do not have to discuss the seniority question.

The only question remaining, is whether the travel time and auto allowance, which represents time and expense incurred in traveling from Claimant's home in Lemoyne to his headquarters in Gordonville, should be allowed until March 19, 1962.

None of the agreement rules support a payment of these expenses. Claimant should show either that the expenses incurred and the time spent were necessary to work at Gordonville or that the expense and time resulted from instructions from the Carrier.

Neither has been proved. The Carrier did not direct Claimant to go home each night. In fact he was headquartered in Camp Cars at Gordonville and could have stayed there each night.

We have no rules or method of determining what Claimant lost by not being allowed to be in his own home each night and therefore cannot reimburse him for this.

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 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 Claim shall be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1966.