



Award No. 18966
Docket No. MW-19309

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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

(1) The Carrier violated the Agreement when it failed and refused to pay employees assigned to Extra Gang 930 for travel time and to reimburse them for expenses incurred when their work location was moved from Madill, Oklahoma to Jasper, Alabama on July 22, 1969. (System File A-9129/D-5070)

(2) The claimants be allowed pay for the number of hours expended traveling and reimbursed for expenses incurred as set forth below because of the violation referred to within Part (1) of this claim.

Name	Travel Time	Expenses
J. Ruff	19.0 hours.	\$27.00
A. L. Adair	15.0 "	24.00
J. E. Smith	16.5 "	24.00
V. Everett	19.0 "	24.00
W. B. Mason	19.0 "	27.00

Name	Travel Time
J. P. Ruff	19.0 hrs.
E. Meadows	19.0 "
L. V. Norton	19.0 "
T. C. Richard	19.0 "
W. L. Franks	19.0 "
J. F. White	19.0 "
R. L. McKinnis	19.0 "
E. E. Shannon	19.0 "
H. W. Naylor	12.0 "
J. T. Hampton	19.0 "

EMPLOYEES' STATEMENT OF FACTS: The claimants are members of System Steel Gang No. 930. Employees assigned to system steel gangs accumulate rest days in accordance with the provisions of the Memorandum of Agreement dated October 6, 1949 which reads:

Claimant	Dates of Service	Vacation Dates
E. Meadows	1-20 inclusive	None
H. W. Naylor	1-20 inclusive	None

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is analogous to Award 18965 involving the same parties, same agreements, the differences being that some of the Claimants in this claim were on vacation as well as other Claimants were absent from work on July 22, 1969 for other reasons; and in this claim, the Claimants are asking for travel time pay and expenses.

In Award No. 18965, this Board held that Claimants were entitled to travel time pay and one-half automobile mileage allowance from Madill, Oklahoma to Jasper, Alabama. Finding said Award 18965 controlling in this instant dispute we will sustain the claim for travel time for Claimants from Madill, Oklahoma to Jasper, Alabama.

It appears from the record that Claimants were paid their expenses by Carrier as shown by Carrier's Director of Labor Relations, T. P. Deaton's letter of January 21, 1970 to General Chairman C. V. Fetter, and General Chairman Fetter's letter of March 6, 1970 to Carrier's T. P. Deaton as well as Mr. Deaton's letters of March 18, 1970 and March 26, 1970, to Mr. Fetter. Also, the Organization in its ex parte submission to this Board states that the claim for meal allowances (expenses) is no longer a part of the issue in dispute. Therefore, we will sustain the claim as to travel time pay but deny it as to expenses claimed.

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 Agreement was violated in accordance with the Opinion.

AWARD

Claim sustained in accordance with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1972.

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