

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **20088**
Docket Number EM-19655

John H. Dorsey, Referee

(Brotherhood of Maintenance of Way **Employees**
PARTIES TO DISPUTE: (
(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 refused to reimburse Mr. Paul G. Smoot for the actual necessary expense incurred during the second half of June 1970 (System File **D-6056/A9129** Paul G. Smoot Unit A-91).

(2) As a consequence of the aforesaid violation

- (a) the Carrier shall now pay Claimant Smoot \$37.45 to make him whole for the expenses incurred during the second half of June 1970;
- (b) the Carrier shall additionally pay Claimant Smoot 6% interest accruing from initial claim date until claim is paid.

OPINION OF BOARD: Claimant herein was a **Trackman** assigned to Mechanized **Gang** 941, Unit A. When he and the other members of the Gang, pursuant to Carrier's direction, reported for work at Emelle, Alabama, on June **8**, 1970, they found the outfit cars "bad ordered" and were required to secure their lodging at points other than in Carrier-provided outfit cars; and, required to obtain their meals in other than Carrier provided facilities. The Gang, each of them, submitted expense accounts for actual expenses incurred for food and lodging. Each expense was reduced, by Carrier, from actual expense reimbursement to expense reimbursement allegedly in accordance with that provided for in Section I of Award of Arbitration Board No. 298 and each **employee** so notified.

We have studied the provisions of the following Agreements, inter alia, cited by the parties:

1. The Scheduled Agreement, effective April 1, 1951;
2. Mediation Agreement in Case A-7128, dated February 7, 1965;
3. Memorandum Agreement signed June 27, 1969, and effective October 15, 1967 as provided for in Award of Arbitration Board No. 298; and
4. A Memorandum of Agreement dated May 7, 1969, resulting from Award of Arbitration Board No. 298.

From our study of the facts of record and comparison of the substance and continuity of the various Agreements, we find and hold that Organization has failed to prove the claim by a preponderance of material and relative evidence of probative value. Consequently, we are compelled to deny the claim.

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 Carrier did not violate the Agreement.

A W A R D

Claim **denied**.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 11th day of January 1974.