NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 19753
THIRD DIVISION Docket Number MW-19665

C. Robert Roadley, 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 refused to reimburse E. W. Leedy for the actual expenses incurred during the months of November and December, 1970 and the first half of January, 1971 (System File D-6351/A-9129 E. W. Leedy Unit G - No. 947).

(2) As a consequence of the aforesaid violation

(a) the Carrier shall now pay Claimant E. W. Leedy the amount of $162.95 to make him whole for the expenses incurred during November and December 1970 and the first half of January 1971;

(b) the Carrier shall additionally pay Claimant Leedy six percent interest accruing from the initial claim date until claim is paid.

OPINION OF BOARD: In this case the claimant, an Autojack Electromatic Tamper Operator, was required to work away from the System Mechanized Gang to which he was assigned and, because he was not furnished with outfit cars, was required to obtain his meals and lodging elsewhere. The claim is for reimbursement of the difference between the amount paid claimant by the Carrier ($7.00 per day) and the amount of the actual expenses claimed.

A careful review of the record before us indicates that a similar, if not identical, claim was the subject of Award 19239 (Edgett). In that Award the claimant was the same, the Carrier was the same, the issue (other than the dates involved) was the same, and the referenced Agreement provisions were the same as are present in the instant claim.

Award 19239 stated, in part:

"The record in this case does not contain evidence with sufficient weight to permit the interpretation sought by Claimant. The Agreement lists those classifications which are to be paid actual necessary expenses. Claimant's classification is not one of them. The parties could very easily have included the Autojack Electromatic Tamper classification in Section 6 of the letter Agreement at the time they added it to Section 2 of said Agreement. They did not do so and the Board will not do it for them."

We concur in the rationale expressed in Award 19239 and find it to be controlling in this case. Therefore, we will 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 11th day of May 1973.