

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20749
Docket Number SG-20605

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(The Texas and Pacific Railway Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood
of Railroad Signalmen on the Texas and Pacific
Railway Company:

Claim No. 1

Claim of Signalman F. D. Randolph, Gang 1506, for reimbursement of expenses while relieving Signal Maintainer at Addis from September 18 through 30, 1972.

/General Chairman file: 141. Carrier file: B 315-617

Claim No. 2

Claim of Signalman F. D. Randolph, Gang 1506, for reimbursement of expenses while relieving Signal Maintainer at Addis from October 1 through 13, 1972.

/General Chairman file: 141. Carrier file: G 315-637

OPINION OF BOARD: Claimant is the incumbent of a Signalman position on Gang 1506 which is headquartered at Addis, Louisiana. In September, 1972, he was taken from the gang and assigned to work the Addis Signal Maintainer position pending assignment of the successful bidder. He has filed expense accounts which Carrier has rejected, and bases his claim on Rule 16(a) of the Agreement. That Rule reads:

"An employee sent to fill a temporary vacancy on a section or plant shall assume the rate of pay, if equal to or greater than his regular rate, and shall be subject to all rules applying to that position."

"Such employee will be allowed actual, necessary expenses while performing such service."

An important fact in this dispute is that the location of the temporary vacancy and Claimant's regular position were the same. Claimant maintains that he was able to work his regular position without incurring additional expense because while working on the gang he began and ended his work week at Addis but during the week often worked and stayed at locations remote from that point. His residence

is some distance from Addis and Claimant says that he was unable to protect the Signal Maintainer position without living in a motel nearby.

There are two aspects of Rule 16(a) which are of principal importance in this claim. The first of these is that the rule refers to an employee sent to fill a temporary vacancy. Claimant was not sent to fill a temporary vacancy, he filled a temporary vacancy which existed at his headquarters point. A reasonable interpretation of the meaning of the rule is that it is to provide for occasions when an employee assumes a temporary position other than at his headquarters. The second aspect of rule 16(a) of primary importance here is its reference to actual necessary expenses. Undoubtedly one of the meanings to be placed on the use of the word necessary is that the service to which the employee has been assigned has been the factor causing him to incur expense. Since Claimant was not sent to fill a temporary vacancy, but instead filled a temporary vacancy which existed at his headquarters point, it was not the service which he was assigned that made it necessary to incur expense, but instead it was some other factor. In this case, the other factor was the fact that Claimant's residence was at a point too remote from Addis to permit him to work a temporary vacancy at that point while residing at home. At least that is the Claimant's contention. It is not necessary for the Board to make a finding of fact on that point because within the context of Rule 16(a) it is not material.

The rule does not take into account where an employee resides. The provision for expenses is predicated upon being sent to fill a vacancy. This means that Claimant who was assigned to a vacancy at his regular headquarters point is not covered by that part of the rule which provides for "actual, necessary expenses while performing such service."

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 not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 20th day of June 1975.

Dissent to Award 20749, Docket SG-20605

The Majority's play on semantics is so thin that it hardly deserves comment. Suffice it to say that we dissent.

W. W. Altus, Jr.
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Labor Member