

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23399
Docket Number SG-23157

Arnold Ordman, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
{ Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

(a) Carrier violates Rule 24 and 25 of the current agreement when it refuses to pay expenses of J. E. Williams.

(b) Carrier should now be required to reimburse Mr. Williams for expenses incurred on May 14 and 15, 1978, in amount of \$89.33.

(General Chairman file: 127-J.E. Williams-78. Carrier file: 15-24(78-8) J1)

OPINION OF BOARD: Claimant J. E. Williams is regularly employed by Carrier as a Signal Maintainer. By letter dated May 9, 1978 Claimant was directed by his superior, J. W. Roddy, to appear at an investigation in Columbia, South Carolina on May 15, 1978.

Claimant had been previously charged with making an unauthorized trip to Columbia. Pursuant to the May 15 investigation Claimant was found guilty and assessed 30 demerits. Neither Claimant nor Organization contested the discipline.

The Claim herein is for the traveling expenses Claimant incurred in attending the May 15 investigation. Claimant relies on Rule 24 and Rule 25 of the Agreement which provide, in pertinent part:

"Rule 24 - Attending Court.

(a) An employee, at the request of management, attending court, inquests, or appearing as witness for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned on his work day had such interruption not taken place, and in addition, necessary actual expenses.

"Rule 25 - Expenses

(a) Employees sent away from home station or territory will be reimbursed for actual necessary expenses incurred for meals and lodging."

Carrier asserts that Rule 25 is totally inapplicable to the instant dispute as that rule has reference only to employees performing services for the Carrier. No services for the Carrier were involved here. Carrier further asserts that Rule 25, which does allow for the expenses of witnesses attending Carrier investigations upon request, is also not applicable here. Carrier points out that Claimant's role in the investigation was not that of a witness, but that of a principal charged with a violation and found guilty of that violation. Carrier makes the further assertion, unchallenged, that over the Carrier's entire system, in all crafts, employees are not paid for attending investigations where they are the principals if they are found guilty. Indeed, Rule 48 of the Agreement specifically provides that when charges against the principal are not sustained, he shall be appropriately reimbursed.

Uniform authority in virtually parallel situations supports Carrier's position that an employee charged with a violation and found guilty is not entitled to reimbursement for traveling expenses incurred to attend a hearing on that violation. See, for example, Third Division Award 21320 (Dorsey) and Fourth Division Award 1971 (Seidenberg). We are in accord with that authority.

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.

A W A R D

Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Parker

Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1981.