

The Third Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(Missouri Pacific Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10236) that:

1. Carrier violated the Clerks' Agreement dated March 1, 1973, as amended, when it failed and/or refused to compensate P. L. Aigner, Clerk, for expenses incurred while performing service for the Missouri Pacific Railroad Company.
2. Carrier now be required to compensate P. O. Aigner the following:
 - a. Mileage - 685 = \$102.75.
 - b. Lodging and meals = \$444.63.
 - c. 2 Minutes per mile for the first 30 minutes for each initial and final trip to and from Corpus Christi to Laredo, Texas.
3. Carrier now be required to compensate P. L. Aigner the following:
(December)
 - a. Mileage 685 = \$102.75.
 - b. Lodging and meals = \$336.83.
 - c. 2 minutes per mile for the first 30 minutes for each initial and final trip to and from Corpus Christi to Laredo, Texas."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The central issue in this dispute is whether or not Claimant had filled a vacancy or regular position at Laredo, Texas, circa November, 1986. The Organization asserted that when Claimant who was on furloughed status at the time, was instructed to report to Laredo, Texas, on November 5, 1986, she was not recalled to an assignment established pursuant to the Rules of the Agreement nor did she fill a temporary or permanent vacancy. Rather, it maintained that she had reported for the expressed purpose of "breaking in" and thus it was entirely permissible for her to submit reimbursement forms for incurred expenses. Further, since she was a furloughed employee at Corpus Christi, Texas, Carrier was obligated to provide such reimbursement according to Rule 28.

In response, Carrier argued that the situation simply involved the recalling of an unassigned clerical employee from Corpus Christi to an Extra Board at Laredo within the same seniority district. Thus, since Claimant was a furloughed employee, it was proper to recall her to break in on the Extra Board position consistent with the applicable language of Rule 14. Section (m) of this Rule reads:

"Furloughed employees recalled for assignment to a bulletined position, under the provisions of this rule, who fail to report for service within seven days after being notified by letter or telegram sent to last address filed in accordance with Section (i), or give satisfactory reason for not doing so, shall forfeit seniority and their names shall be removed from the seniority roster, of which action the General Chairman and Division Chairman will be advised."

Accordingly, it was Carrier's position that since the Agreement did not provide compensation for expenses, when employees in the normal exercise of seniority are recalled, exercise displacement rights, or bid a bulletined position, the instant petition is without effective support. It also noted that when employees were assigned to Extra Board positions, it was normative practice for employees to break in on the positions they would be required to protect.

In considering this case, we concur with Carrier's position. As a furloughed employee, Carrier was not barred from recalling Claimant pursuant to Rule 14(m) and the notice of recall dated November 5, 1986, comported with the Rule's notification requirements. In effect, Claimant was instructed to report to Laredo, Texas, within seven (7) days of the receipt of the letter and also advised that she would "break in" on specific jobs at Laredo. Since the November 5, 1986, letter is on point with the requirements of Rule 14(m) it is clear that Carrier intended to place Claimant on an Extra Board position. Furthermore, since incumbents of Extra Board positions are required to

fill different assignments, it is not unreasonable or unusual to break in employees on these positions. To be sure, the November 5, 1986, notification could have been less cryptic and more specific regarding the nature of the assignment, but it was an assignment nevertheless predicated upon Rule 14(m). As such, and by extension, Claimant's headquarters point shifted to Laredo, Texas. In view of this locational change, Claimant occupied a position on the Laredo Extra Board and consequently would not be entitled to the reimbursement claimed. We find no other Rules violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Devot - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1990.