

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES )  
TO )  
DISPUTE )  
Brotherhood of Railway, Airline and Steamship Clerks, Freight  
Handlers, Express and Station Employees  
and  
Pacific Fruit Express Company

QUESTIONS  
AT ISSUE: 1. Did the Company violate Article II, Section 3 of the  
February 7, 1965 Agreement when after requiring unassigned  
employee S. Tovar, El Paso, Texas, to report for service on  
a temporary position of Iceman at Tucson, Arizona, under  
the terms of Rule 13 of the Agreement extant it failed and  
refused to compensate him for travel time, lodging and  
meals as set forth in Rule 20 thereof?

2. If the answer to the question in Item 1 is in the  
affirmative, shall the Company now be required to allow  
claim as presented in behalf of employee S. Tovar as here-  
inafter set forth?

OPINION

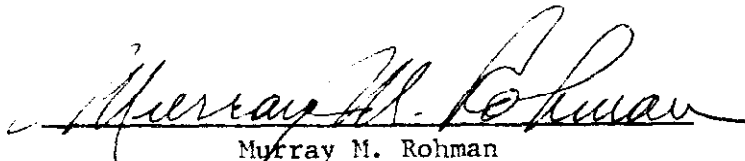
OF BOARD: Prior to May 5, 1972, Claimant was an unassigned employee at  
El Paso, Texas, in Seniority District No. 10, which includes  
both El Paso and Tucson facilities. On May 5, the Carrier advertised several  
regular Rule 7 positions that were available and vacant at Tucson, including  
the Iceman vacancy which is involved herein. Upon failure to receive any bids,  
on May 11, 1972, the Carrier recalled Claimant pursuant to Rule 13; and he re-  
ported at the new location of his assignment on May 20, 1972.

Thereafter, within three days, a vacancy was advertised at El  
Paso. Claimant submitted his bid, was accepted and returned to El Paso on  
June 5, 1972. Thus, the instant claim seeks payment for travel expenses.

In this posture, in view of the conflicting contentions of the  
parties, we believe their interests would be better served were the matter re-  
ferred back to the property. Furthermore, our Board has previously determined  
that we do not have the authority to consider claims for travel expenses. See  
Award Nos. 54 through 60 and 143. Therefore, it is our considered opinion that  
the parties are mandated to abide by the provisions of Section 3 of Article II  
of the February 7, 1965 Agreement.

AWARD

The matter is remanded to the property pursuant to Section 3  
of Article II of the National Agreement.

  
Murray M. Rohman

Neutral Member

Dated: Washington, D. C.  
October 26, 1973