

C O P Y

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 366

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees	)	Case No. 12
and	)	Award No. 12
Southern Pacific Lines in Texas and Louisiana	)	
(Texas and New Orleans Railroad Company)	)	

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it failed and refused to reimburse Section Foreman Dan Giesalhart for expenses incurred while relieving various Section Foremen on the Victoria Division during the months of July and September of 1958.

(2) Mr. Dan Giesalhart be reimbursed in the amount of \$245.95 because of the violation referred to in Part (1) of this claim.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

The Organization states that the carrier violated Article XV, Rule 9, which makes it mandatory that the Carrier allow actual expenses for travel as well as meals and lodging for certain employees who were required by the direction of management to leave their home station.

The Carrier states that the claimant was performing an exercise of seniority in filling the assignments referred to in this docket. The Carrier states that under Article VIII, Rule 6, that employees accepting positions in the exercise of their seniority rights will do so without causing expense to the Carrier.

From the record in this case, the claimant was exercising his seniority in filling the assignments referred to in this docket. He had asked the Carrier for this extra work, and he could have refused the extra work if he so desired. The claimant was not required to leave his home station. He is not entitled to be paid by the Carrier for his expenses away from home. No rule of the effective agreement has been violated by the Carrier. This claim will be denied.

AWARD: Claim denied.

(s) Thomas C. Begley  
\_\_\_\_\_  
Thomas C. Begley, Chairman

(s) A. J. Cunningham  
\_\_\_\_\_  
A. J. Cunningham, Employee Member

(s) L. C. Albert  
\_\_\_\_\_  
L. C. Albert, Carrier Member

Dated at Houston, Texas  
December 17, 1962.