

(R-53-79-7)

AWARD NO. 10

CASE NO. 10

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES : The Brotherhood of Maintenance of Way Employees
TO :
DISPUTE : St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it failed to reimburse Dragline Operator Helper L. D. Adkinson for expenses incurred while relieving Dragline Operator C. W. Whitus during the month of March, 1958.

(2) The Carrier now be required to reimburse Mr. L. D. Adkinson in the amount of sixty-four dollars and thirty four cents (\$64.34) because of the violation referred to in Part (1) of this claim."

FINDINGS:

The employees state that the carrier violated the effective Agreement when it failed to reimburse dragline operator helper L. D. Adkinson for expenses incurred while relieving dragline operator C. W. Whitus during the month of March, 1958, and that the carrier be required to reimburse the claimant in the amount of \$64.43 because of the violation.

The carrier states that on February 27th and again on March 20, 1958, dragline operator C. W. Whitus, regularly assigned to the 19-B dragline, laid off account of personal illness. On both occasions, claimant, regularly assigned as dragline helper on the 22-B dragline, was used to relieve Whitus as dragline operator. Claimant occupied the position of dragline operator 19-B dragline, relieving Whitus on the following dates: February 27 and 28, March 3, 4, 5, 6, 7, 10, 20, 21, 24, 25, 26, 27, 28 and 31, 1958. The claimant submitted his claim on form 3774 (Statement of traveling expenses or other necessary amounts expended while in service of the company), for reimbursement of \$22.80 allegedly spent for meals and \$41.54 for use of privately owned automobile in company service during March in moving from one job to another, and to and from work location of the machine on the 14 days in March he worked as dragline operator.

The company informed the claimant that he was not entitled to reimbursement for meals and he was required to submit a new expense account covering the automobile expense covering mileage in the amount of \$41.54. The claimant did not furnish a new expense account as requested and, therefore, was not reimbursed for any expenses incurred during the month of March, 1958.

The carrier stated that under Rule 7-17, Assignments Traveling, that the interpretation appearing on page 25 of the effective Agreement reads:

"Employees occupying the position of dragline operator, dragline operator helper, weed burner operator, disc machine operator, and other similar positions, will be allowed actual necessary traveling expenses when they are away from their permanent headquarters and do not have an outfit car or cars assigned to them for their accommodation."

This claimant was furnished with an outfit car.

The Board finds from the evidence produced at the hearing that an outfit car was furnished to this claimant and, therefore, under the Interpretation of Rule 7-17, the claimant is not entitled to the payment of his meals in the amount of \$22.80. The claimant did not furnish to the carrier the proper statement for traveling expenses, and when the claimant does furnish to the carrier, on the proper form, his expenses for the month of March, for the use of his own automobile used in traveling, the carrier will reimburse him for same.

AWARD:

Claim denied in accordance with the Findings.

(s) Thomas C. Begley

Thomas C. Begley, Chairman

(s) A. J. Cunningham

A. J. Cunningham, Employee Member

(s) M. L. Erwin

M. L. Erwin, Carrier Member

Dated: May 18, 1960