

C O P Y

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 366

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employes)	Case No. 14
and)	Award No. 14
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) Carrier violated the Agreement when it failed to supply Roadway Machine Operator C. E. Williams with proper and adequate camp car facilities and failed to furnish him any means of transportation from one work location to another as his roadway machine was transferred from location to location.

(2) The letter dated April 9, 1959, by Manager of Personnel E. B. Kysh did not give reasons for his declination of the claim which are given within the intent and purpose of Article V of the August 21, 1954 Agreement.

(3) Roadway Machine Operator C. E. Williams be reimbursed for the meal, lodging and traveling expenses incurred for September and October 1958 because of the violation referred to in Part (1) of this claim and because of the default by Mr. Kysh in his failure to give reasons for his disallowance of the 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 V of the August 21, 1954 Agreement. The Organization did not bring up the question of the Carrier violating this agreement on the property. Therefore, this Board cannot rule upon that question.

It appears from the record that the claimant in this case complained to the Roadmaster about his camp car not having a stove and the Roadmaster told him that he would see that a stove was furnished if the claimant wished one. The claimant never mentioned the stove again or asked the Roadmaster to furnish the stove for his camp car. The claimant decided that he was not going to use the camp car. The claimant never complained to the Roadmaster that the camp car was not livable or was not suitable. This was contended by the Organization during the processing of this claim. Under all the circumstances shown in this docket, there is no basis for the claim. The claimant was not away from his headquarters; therefore, he is not entitled to compensation for travel.

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.