



Award No. 17052
Docket No. TE-16128

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Morris L. Myers, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
CAROLINA AND NORTHWESTERN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Carolina and Northwestern Railway, that:

1. Carrier violated the terms of the Agreement when on June 29, 30, July 1, 2, 3 and 6, 1964, a total of 6 days, it required, caused or permitted L. D. Guess, Agent-Telegrapher, Dallas, North Carolina to work, in addition to his assignment at Dallas, North Carolina, the position of Agent-Telegrapher, York, South Carolina, allowing only the York, South Carolina rate of pay.

Carrier further violated the terms of the Agreement when on July 7, 8, 9 and 10, 1964, it required, caused or permitted N. G. Gates, cut-off Clerk — not an employee of the Agreement, to fill and work the position of Agent-Telegrapher, Dallas, North Carolina.

2. Carrier shall additionally compensate L. D. Guess, Agent-Telegrapher, Dallas, North Carolina, by paying him the following:

- (a) 8 hours' pay, June 29, 30, July 1, 2, 3, 6, 7, 8, 9 and 10, 1964, at straight time rate of pay of position Agent-Telegrapher, Dallas, North Carolina.
- (b) \$2.00 per day, for each of the above dates, for work performed at a city or location other than his regular assignment.
- (c) \$1.365 per day for June 29 and 30; \$1.305 per day for July 1, 2, 3, 6, 7, 8, 9 and 10, representing proper pay under the July 10, 1958 understanding coordinating the York, South Carolina Agencies.

EMPLOYEES' STATEMENT OF FACTS: Claimant L. D. Guess is regular assigned Agent-Telegrapher, Dallas, North Carolina, with assigned work week of Monday through Friday and assigned rest days of Saturday and Sun-

and making such transfer, rate of pay to be based on position from which transfer is made.

(b) When an employee is temporarily transferred to a position paying a lower rate of wage than his regular assignment, he will be paid at the rate of his regular wages.

(c) When transferred temporarily to a position paying a higher rate of wage, he will be paid at the rate applying to position to which transferred.

(d) When, by competent authority, an employee is sent from his regular office to another office at a different city or town to work extra, he will be paid necessary expenses **not exceeding** \$2.00 per day in addition to his regular pay." (Emphasis ours.)

* * * * *

OPINION OF BOARD: The Claimant in this case, Mr. L. D. Guess, was the regularly assigned Agent-Telegrapher at Dallas, North Carolina, working Monday through Friday. Mr. Crawford was the regularly assigned Agent-Telegrapher at York, South Carolina, some 26 miles away from Dallas, North Carolina, with the same work schedule as Mr. Guess.

Beginning June 29, 1964, Mr. Crawford took a ten-day vacation, the first six days of which time Mr. Guess performed the necessary work at both York and Dallas, being paid the higher rate of the two locations plus \$5.60 per day for expenses. During the last four days of Mr. Crawford's vacation, Mr. Guess worked solely at York, being paid the York rate, which was higher than the Dallas rate, plus \$5.60 per day for expenses. During these last four days that Mr. Guess worked only at York, Mr. N. G. Gates, a Clerk of the Carrier on furlough, worked the Agent-Telegrapher position at Dallas.

Mr. Guess makes claim herein for eight (8) hours' pay for each of the ten days that Mr. Crawford was on vacation; for \$2.00 per day expenses for each of the same ten days for work performed at a location other than his regular assignment; and, for \$1.365 per day automobile mileage allowance for June 29 and 30, 1964 (\$30.00 divided by 22 work days in June) and \$1.305 per day automobile mileage allowance for July 1, 2, 3, 6, 7, 8, 9 and 10 (\$30.00 divided by 23 work days in July), pursuant to a July 10, 1958 understanding between the parties.

As for the claim for additional pay, the Organization during the dispute on the property cited no Rule under the Agreement between the parties that had been violated. As for the claim for expenses and automobile mileage allowance, it is apparent that the Carrier paid the Claimant more for expenses than the Claimant was entitled to contractually for expenses and automobile mileage allowance. Therefore, the claims will be dismissed.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of March 1969.