



Award No. 16485
Docket No. TE-15228

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard E. Perelson, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

NORFOLK AND WESTERN RAILWAY COMPANY
(Virginian Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk and Western Railway (Virginian Lines), that:

1. Carrier compensate S. G. Frazier in the amount of \$28.80, account Chief Dispatcher R. F. Cook instructed Mr. Frazier that his headquarters, as of the date he reverted to the extra list, would be Princeton, West Virginia instead of Page, West Virginia. This being the amount Mr. Frazier was instructed to delete from his expense account.

2. Carrier shall, in addition to the foregoing, compensate Mr. Frazier for the difference each month claimed by him and the amount allowed by Carrier, because of such unilateral change of headquarters until the situation is restored to conditions as provided by agreement.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Norfolk and Western Railway (Virginian Lines), hereinafter referred to as Carrier, and its telegraphers, represented by The Order of Railroad Telegraphers, hereinafter referred to as Employes and/or Organization, effective September 1, 1945, as amended. Copies of said Agreements are available to your Board, and are, by this reference, made a part hereof.

Pursuant to a joint application filed with the Interstate Commerce Commission in Finance Docket No. 20599 by the Norfolk and Western Railway Company and the Virginian Railway Company for authority under Section 5(a) of the Interstate Commerce Act to merge the properties and franchises of the Virginian into the Norfolk and Western, an Order was entered, subject to the protective conditions laid down in said Order permitting the merger of the two railroads.

S. G. Frazier, hereinafter referred to as claimant, prior to the merger of the Norfolk and Western and the Virginian held a regularly assigned

phers' Schedule from and to Princeton, the headquarters point, (See Attachment B) and has been allowed such payments in each case. Subsequent to July 28, 1963, he has claimed automobile mileage from Page, West Virginia, to the point he was needed to perform relief work, including Princeton, his headquarters point, and return to Page. The latter claims have been declined and it is the declination of these latter claims that forms the basis of claim in this case.

Prior to July 1, 1963, the station at Page, West Virginia, was open only on the first shift seven days a week and an Agent-Telegrapher was assigned five days a week Tuesday through Saturday with rest days Sunday and Monday.

Claimant Frazier's relief assignment included, as shown above, two days at Page, the rest days of the Agent-Telegrapher.

On July 1, 1963, the position of Agent-Telegrapher at Page was changed from a seven day assignment to an assignment of five days a week, and the Relief Position No. 12 was abolished.

On September 16, 1963, the Employees filed the following claim:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk and Western Railway (Virginian Lines) that:

1. Carrier compensate S. G. Frazier in the amount of \$28.80, account Chief Dispatcher R. F. Cook instructed Mr. Frazier that his headquarters, as of the date he reverted to the extra list, would be Princeton, West Virginia instead of Page, West Virginia. This being the amount Mr. Frazier was instructed to delete from his expense account.
2. Carrier shall, in addition to the foregoing, compensate Mr. Frazier for the difference each month claimed by him and the amount allowed by Carrier, because of such unilateral change of headquarters until the situation is restored to conditions as provided by agreement'."

The Carrier declined the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The record shows that prior to July 1, 1963, Claimant was regularly assigned to relief assignment No. 12 at Page, West Virginia. He maintained his residence at that location.

On July 1, 1963, while Claimant was on vacation, relief assignment No. 12 was abolished. Upon Claimant's return from vacation, he elected to place himself on the extra list, although the Carrier pointed out in the handling of the dispute on the property, and which was not controverted, that Claimant at that time stood for any one of three regular assignments of telegrapher-clerk. The Carrier maintains that the headquarters location for the extra list of telegraphers on Claimant's division was at Princeton, West Virginia.

The Petitioner contends that it has been the practice to consider the office nearest the employee's residence as his headquarters, and the claim herein originated because of Claimant not being allowed automobile mileage from Page, West Virginia, to and from Princeton, West Virginia. In the handling on the property the contention of the Petitioner as to practice was denied by the Carrier, and the Petitioner has failed to present any evidence to support such practice.

Based on the entire record, the Board finds no support for the claim. Article 19 of the applicable Agreement is specific in providing deadhead allowance " * * * going from and returning to headquarters." The understanding confirmed by the Assistant to President's letter of February 7, 1957, as to automobile mileage allowance is specific in providing for such allowance when employees are authorized by the Carrier to use their private automobiles to travel for relief service for which they are paid deadheading under Article 19. The letter of understanding of October 18, 1962, cited by the Petitioner, by its specific language is not applicable under the circumstances here involved.

The claim will be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July 1968.

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