

BROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)	Case No. 46
and)	Award No. 46
St. Louis Southwestern Railway Company)	

STATEMENT OF CLAIM:

1. The Carrier violated the effective agreement by failing to reimburse Welder Helper B. H. Bradshaw for actual necessary expenses incurred by him while working away from his headquarters during the month of March 1960.

2. The Carrier shall now reimburse Welder Helper B. H. Bradshaw for automobile mileage in the amount of \$28.07, for which he made claim on the Carrier's Expense Form No. 3773.

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 constructed by agreement and has jurisdiction of the parties and of the subject matter.

The Organization states that during the period for which this claim is made, the claimant was regularly assigned as an employee with his headquarters at Pine Bluff, Arkansas. He was instructed by his Supervisor, Mr. A. O. Griffin to leave his headquarters at Pine Bluff to work at points away from his regularly assigned headquarters.

From the evidence presented at the hearing the Board finds that, under the provisions of the effective agreement, an employee is entitled to "his actual necessary traveling expenses when away from his permanent headquarters."

The claims of this claimant are for travel from the locations which were away from his regularly assigned headquarters to his home on weekends. The Carrier is not obligated to pay any traveling expenses to an employee when he goes home for weekends from points away from his regularly assigned headquarters.

AWARD: Claim denied.

(signed) Thomas C. Begley
Thomas C. Begley, Chairman

(Signed) A. J. Cunningham
A. J. Cunningham, Employee Member

(Signed) M. L. Erwin
M. L. Erwin, Carrier Member

Dated at Tyler, Texas
December 14, 1964