PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)

and

Case No. 70
Award No. 73

St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

1. The Carrier violated the effective agreement when it denied J. T. Hughes pay for 7 riding hours, Illmo, Missouri, to Pine Bluff, Arkansas, on February 23, 1961, and 6½ riding hours, Pine Bluff to Illmo, on February 26, 1961.

2. J. T. Hughes shall be paid travel time at straight time rate for 13½ hours, and, all subsequent hours traveled until such time our Agreement is complied with.

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.

From the evidence of record the Board finds that the claimant was paid expenses when he stayed at Illmo during the weekends, but was not paid travel time when he went home from Illmo on weekends or returned to Illmo. 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.

/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

Issued at Cleveland, Ohio this 3rd day of April, 1968.