

AWARD NO. 24

CASE NO. 27
SSW FILE 47-366-3

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES) Transportation-Communication Employees Union
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of the Transportation-Communication Employees Union on the St. Louis Southwestern Railway Lines, that:

1. Carrier violated the agreement between the parties when it refused to compensate regularly assigned relief telegrapher P. R. Dafft, Plano, Texas, for expenses incurred while traveling in the service of the Carrier during the month of June, 1964.

2. Carrier shall compensate claimant P. R. Dafft for 120 miles at 9.5¢ per mile, plus \$1.25 for meal - total \$12.65.

OPINION OF BOARD:

Claimant was regularly assigned Relief-Telegrapher with headquarters at Plano, Texas, assigned as follows:

Sat.	Agent-Telegrapher	9:00 A.M. to 5:00 P.M.	Plano, Tex.
Sun. & Mon.	Agent-Telegrapher	4:00 P.M. to 1:00 A.M.	Addison, Tex. (one hour for lunch)
Tue. & Wed.	Clerk-Telegrapher	6:00 P.M. to 2:00 A.M.	Plano, Tex.
Thur. & Fri.	Assigned Rest days		

Carrier paid Claimant automobile mileage for traveling between Plano and Addison. Claimant lived in Dallas and returned to his home each night. He was not allowed mileage between his home and his work locations.

On Friday, June 19, 1964, Claimant was required to work his rest day and relieve the Agent-Telegrapher at Plano. Claimant drove to Plano, worked the assignment June 19th and drove back to his home the same evening. On his June expense account Claimant

claimed round trip mileage from Dallas to Plano on June 19, plus \$1.25 for meals. This expense claim was denied by Carrier.

In his letter of October 6, 1964, the General Chairman stated:

"It is our position that on claimant's assigned rest day, he is assigned to a day of rest and if he is taken off his assigned rest day to perform work, then he is performing work under Article 16 of the Agreement.

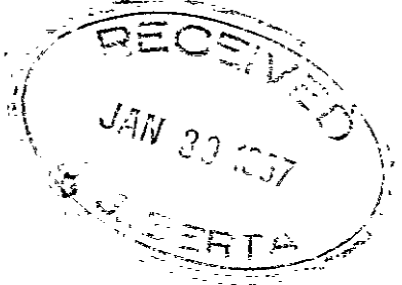
"The headquarters of the regular relief positions were designated by the Carrier for the purpose of applying Article 15 of the Agreement and for this reason only. The headquarters of the assignment has nothing to do with the amount or rate of compensation due claimant under the circumstances."

Article 16 reads:

"16-1. A regularly assigned employee who is taken off his assignment to perform relief or emergency work at an office or station other than the one to which assigned will be compensated at the rate of time and one-half the straight-time rate of the position filled, and shall be paid actual necessary expenses while away from his home station.

"16-2. A regularly assigned employee used to perform relief or emergency work in the office to which assigned will be paid the rate of the position worked or the rate of the position to which regularly assigned, whichever is the greater, and will be paid at the rate of time and one-half only for the hours worked outside of his regularly assigned hours, or for the time worked in excess of eight hours on any day!"

We do not believe the Claimant was performing work under Article 16 of the agreement. The Employees admit that Plano was Claimant's headquarters. Claimant was entitled to mileage when required to work away from his headquarters but Carrier cannot be required to pay mileage because an employee chooses to live at a location other than his headquarters town.



In the instant case the Claimant was merely working over-time at his assigned work location.

FINDINGS: That the agreement was not violated.

AWARD: Claim denied.

Don J. Harr
Don J. Harr, Chairman

D. A. Bobo
D. A. Bobo, Employee Member

M. L. Erwin
M. L. Erwin, Carrier Member