

AWARD NO. 25

CASE NO. 28
SSW FILE 47-429-13

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, that:

1. Carrier violated the Agreement between the parties when it improperly compensated W. L. Carroll on April 24, 1964.

2. Carrier shall compensate W. L. Carroll in the amount of eight hours straight time pay at the rate of the agent-telegrapher position at Addison, Texas, less compensation already allowed.

OPINION OF BOARD:

On April 24, 1964, Claimant was assigned as agent-telegrapher at Addison, Texas, with assigned hours of 4:00 P.M. to 1:00 A.M. one hour for lunch, Tuesday through Saturday. On April 24, Claimant reported for work at 4:00 P.M. and worked until 5:00 P.M. Because of a shortage of telegraphers, Claimant was instructed to report to Plano, Texas, for duty beginning at 6:00 P.M.

Claimant went off duty at Addison at 5:00 P.M. and reported for duty at Plano at 6:00 P.M. and worked at Plano until 2:00 A.M., April 25.

Claimant was paid one hour at the straight time rate for work performed 4:00 P.M. to 5:00 P.M. at Addison and eight hours, at the time and one-half rate for work performed at Plano.

The Employees filed claim for eight hours at the straight time rate on the Addison position, less compensation already received for working on this position. This claim was denied by Carrier.

Employees admit that Claimant was properly paid for working at Plano. The question here is what is Claimant entitled to for working for part of a day on his own assignment.

Carrier contends that Claimant was properly compensated under Article 16 of the agreement. The Employees rely on other rules to support their position.

Article 16 reads as follows:

"Regularly Assigned Employees Performing Relief Work

"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."


It is clear to the Board that Claimant was properly paid under Article 16 and other rules of the agreement have no application here. Article 16 cannot be construed to provide payment for hours of a regular assignment not worked in addition to time worked on a relief assignment.


We will deny the claim.

FINDINGS: That the agreement was not violated.

AWARD: Claim denied.


Don J. Harr, Chairman


D. A. Bobo, Employee Member


M. L. Erwin, Carrier Member

Tyler, Texas
December 28, 1966

