

AWARD NO. 26

CASE NO. 29
SSW FILE 47-366-2

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 by failing to reimburse Extra Telegrapher T. R. States for certain expenses incurred by him while traveling for Carrier in his personal automobile during the month of May, 1964.

2. Carrier shall reimburse Extra Telegrapher T. R. States for necessary expenses amounting to \$51.30 for mileage incurred in the use of his private automobile traveling for the Carrier in the month of May, 1964, less compensation already allowed, if any.

OPINION OF BOARD:

Claimant was an extra Telegrapher residing at Jonesboro, Arkansas. Prior to the claim here, Claimant worked three weeks at Clarendon, Arkansas, April 6, 1964, through April 24, 1964. After completing this work, Claimant was allowed five days' vacation April 27 through May 1.

Claimant was advised by a message dated April 29, 1964, as follows:

"JN-12
CB BC PINE BLUFF APR 29, 1964

T R STATES JONESBORO
J T BLANN CAMDEN
HDH PINE BLUFF
E M HILL TYLER

"STATES RIDE BUS TO CAMDEN AND PROTECT AGENCY CAMDEN BEGINNING MONDAY MORNING MAY 4, RELIEVING BLANN FOR VACATION. JOINT TRS JTB HDH EMH.

D-1993

WRH .. 147PM"

Claimant reported to Camden on May 4 and worked through May 8. On May 7 he was instructed by message as follows:

"CBAN PINE BLUFF MAY 7

CD 4 T R STATES CAMDEN
CG 3. EMH TYLER

BOWMAN WILL PROTECT HIS REGULAR ASSIGNMENT AGENT CAMDEN BEGINNING MONDAY MAY 11 STATES RIDE BUS ' TO STEPHENS AND PROTECT AGENCY STEPHENS BEGINNING MONDAY MAY 11 DISPLACING GILL. GILL PROTECT CAMDEN - FORDYCE SWING JOB BEGINNING TUESDAY MAY 12 400AM AT FORDYCE AND REMAIN ON THIS SWING JOB UNTIL FURTHER ADVISED.

BOWMAN, STATES AND GILL ACK RECEIPT AND UNDERSTANDING JT
WTB TRS HDG HDH EMH WEM C 371
WRH"

Claimant reported to Stephens on May 11 and worked through May 22.

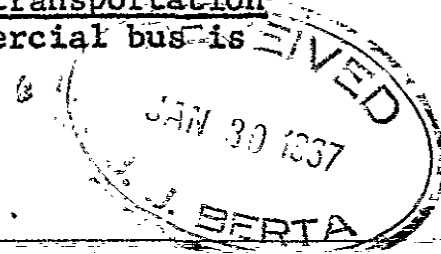
Claimant submitted an expense account for May claiming 540 miles automobile allowance, 230 miles Jonesboro to Camden, 40 miles locally at Camden, 20 miles Camden to Stephens and 250 miles Stephens to Jonesboro.

Carrier returned Claimant's expense account with instructions to show bus fare from Jonesboro instead of automobile mileage. Employees filed the present claim and it was denied by Carrier.

The Employees have attached a memorandum of agreement between this Carrier and six organizations and identified it as T.C.U. Exhibit 1.

This agreement reads in part:

"Transportation to be provided by the Carrier under the provisions of this Article A will be by rail, company operated highway vehicle or other mode of transportation designated by the Carrier. If use of commercial bus is



authorized, employees will be reimbursed for bus fare. Employees authorized to and who do use their private automobiles will be allowed mileage by the shortest practicable route at rate established from time to time by the Carrier and may be required to transport other employees authorized by the Carrier to travel with them.

"NOTE: Nothing herein shall be construed to require an employee to use his privately owned automobile if he does not desire to do so.

"The Carrier reserves its right to designate the time of travel and the kind of transportation to be used."
(Emphasis supplied)

The wording of this agreement is clear and the Carrier has met its requirements. No where in the handling on the property or in their submission have the Employees cited any rule or agreement to support their claim.

We will deny the claim.

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

Tyler, Texas
December 28, 1966