

NATIONAL RAILROAD ADJUSTMENT BOARD

Third Division

Lloyd K. Garrison, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
THE CHICAGO & EASTERN ILLINOIS RAILWAY**

DISPUTE.—

"Claim of the General Committee of the Order of Railroad Telegraphers on Chicago & Eastern Illinois Railway that Agent W. Mangram is entitled to and shall receive under Rule 32 of Telegraphers' Agreement, pay for four (4) hours claimed by him on December 1, 1934, as time actually consumed in checking his station accounts to relief Agent Barnhardt."

FINDINGS.—The third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:
The carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

As result of a deadlock, Lloyd K. Garrison was called in as Referee to sit with this Division as a member thereof.

An agreement dated October 1928 is in effect between the parties.

Mr. Mangram, agent-telegrapher at St. Anne, Illinois, was granted a leave of absence beginning December 1, 1934. A relief agent reported at the station at 7:30 A. M. on the morning of December 1st and Mangram was with him for 4 hours, or until 11:30 A. M. The claim on behalf of Mangram for pay for these 4 hours is based upon Rule 32 of the agreement between the parties, reading in part as follows:

"When a telegrapher is relieved and it is necessary to make a detailed complete check of station accounts, the relieving man will be paid for the day that he takes charge of the position, and the man relieved will be paid at the pro rata rate for the actual time it is necessary for him to be present in making such check."

The question in this case is whether or not Mangram made a "detailed complete check" within the meaning of the rule. It is claimed that he did, but the evidence is scanty and amounts to little more than the statement that because he was there on the first of the month when monthly reports are due he must have made a complete detailed check. The relief agent was an experienced man who had worked at that station before, and there was a cashier at the station in charge of company funds and making necessary cash reports over the signature of the agent. There is nothing tangible in the evidence to show what the relief agent did on the morning of December 1st or what the cashier did or what Mangram did, outside of the statement by the employees that Mangram's preparation of the monthly reports "consumed a considerable portion of the 4 hours involved."

But the making of these reports was part of his regular duties, and the time spent on them cannot be said to have been the equivalent of making a detailed complete check in connection with the taking over of the work by the relief agent. The making of the reports may have required some checking of accounts, but if so the checking of the accounts was not for the purpose of turning over

the station to the relief men under Rule 32. For the latter purpose Mangram no doubt checked the amount of cash on hand, the number of tickets, and perhaps some other items, but these are matters which might have been done very quickly and which for all that appears from the record may have occupied but a few minutes' time.

Rule 32 requires not merely a check of accounts but a detailed check and a complete check, and, without attempting to define the exact scope of the rule, we think it calls for something more substantial and thoroughgoing than anything that appears from the record to have been done in this case. It is worth noting that the general chairman in a letter to the carrier, dated January 24, 1935, stated in substance that Mangram put in his time on the monthly report and that while he was doing this "the relief operator handled the regular routine work." It is also worth noting that the company has a set of instructions to be observed by agents when making transfer of accounts to relief agents in the absence of a traveling auditor; that these instructions enumerate various things to be done by the outgoing agent and require the incoming agent to check these matters over jointly with the outgoing agent and to fill out a report attached to the instructions; that the instructions require one copy of the report to be kept by each of the agents, one to be pasted in the cashbook, and an original mailed to the Comptroller in Chicago; and that no such report was mailed nor was a copy pasted in the cashbook. Under all of these circumstances we do not think the evidence sustains the claim.

AWARD

Claim denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 9th day of April 1936.