

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Frank Elkouri, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Alton Railroad (now the Gulf, Mobile and Ohio Railroad) that R. W. McGrath is entitled to reimbursement by the Carrier of expenses incurred account required to perform service at Venice Junction, June 17, 1946.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date June 16, 1944, as to rates of pay and rules of working conditions is in effect between the parties to this dispute.

Rule 29 of said agreement provides that no employe covered by the agreement shall be required to work more than six days per week, except in emergency or where relief is not immediately available. Under the provisions of this rule, regular relief positions are established to work the seventh day in each week on positions requiring seven days work.

The claimant McGrath was regularly assigned to one of these regular relief positions and was assigned to work the following relief schedule each week:

Sundays,	1st trick operator-leverman at Ridgely Tower, Springfield, Illinois.
Mondays,	First trick operator-clerk Venice Junction, Illinois.
Tuesdays,	2nd trick operator-clerk Venice Junction, Illinois.
Wednesdays,	2nd trick operator-leverman Ridgely Tower, Springfield, Illinois.
Thursdays,	3rd trick operator-leverman Ridgely Tower, Springfield, Illinois.
Fridays,	3rd trick operator-clerk Venice Junction, Illinois.
Saturdays,	Rest Day. Designated home station is Springfield, Illinois.

Springfield and Venice Junction are 92.9 miles apart.

Claimant McGrath regularly worked the first trick position at Venice Junction on Monday, June 17, 1946, 8:00 A.M. to 4:00 P.M., and in an emergency was then required to work 4:00 P.M. to 8:00 P.M. on another position at Venice Junction away from his home station which caused him

allowed to return to his home station each day, the Carrier calls attention to the fact that the claimant, if he so desired, could have returned to his home station, secured full rest, and be available to fulfill his assignment on the second trick position at Venice Junction commencing at 4:00 P. M., Tuesday, the following day.

Venice, Illinois, is immediately across the river from St. Louis, to which point he would have to go in any circumstance to use the Carrier's passenger train service. He could have boarded passenger train No. 8, scheduled to depart from St. Louis at 11:45 P. M., arriving at Springfield at 2:18 A. M. He could have returned from Springfield on Train No. 19, scheduled to depart from that station at 11:45 A. M. and to arrive at St. Louis at 1:45 P. M., thus affording him 9 hours and 27 minutes rest at his home station. Rather than do this, he elected to remain at St. Louis, and any expense he incurred was of his own choosing.

So far as the Carrier has knowledge, no similar claims have been filed or paid.

The implications involved in this dispute are more extensive than indicated in this one claim. Extra telegraphers and regularly assigned relief telegraphers work at various stations in the course of their assignments and are frequently assigned and used at one point for a number of consecutive days. If the vacancies which they are filling are close to the point at which they make their home, and train service permitting, it is common practice for them to return to their home point each day to save expenses away from home. Some employes even use their own automobiles for their convenience in returning home each day. The claim is an attempt to enlarge upon the provisions of Rule 21 and to entirely distort or change the meaning of Rule 4, covering overtime, and Rule 5, covering calls.

The claim is not supported by rules of agreement or past practice, and should be denied.

This dispute has been handled by the Carrier in accordance with the provisions of the Railway Labor Act and the rules of your Board.

OPINION OF BOARD: Petitioners rely upon Rule 21 of the June 16, 1944 Agreement between the parties. Rule 21 is as follows:

"RULE 21.

Relief or Emergency Work Away From Home Town.

Regular assigned telegraphers who are taken off their assignments to perform relief or emergency work on other assignments coming under this Agreement will be compensated at the rate of time and one-half on the basis of the assignment filled, and if so used on assignments away from their home station they shall also be allowed actual necessary expenses while away from their home station."

Claimant, R. W. McGrath, performed relief work on the regular position of another employe because of the absence of the incumbent of that position. The Board finds that the contention of the Carrier that this work was overtime work is without merit; no extra work was performed by Claimant; Claimant was not performing work on his own position, rather, he performed four hours of the regularly assigned work of the position of another employe. Such work as was performed by Claimant in relieving the occupant of the second trick assignment comes within the provisions of Rule 21. Claimant had a regular assignment, so he is not an extra employe and the rules applicable to extra employes are not applicable here.

Rule 21 provides that "if so used on assignments away from their home station they shall also be allowed actual necessary expenses while away from their home station." Whether the expenses involved in any particular case can be considered as necessary must be determined in each instance according to the circumstances of that particular case. The service in question here was performed at Venice Junction; Claimant's designated home

station was Springfield, Illinois. Springfield and Venice Junction are over 90 miles apart.

On the day in question, Monday June 17, 1946, Claimant worked his regular assignment, 8:00 A. M. to 4:00 P. M., at Venice Junction, and in an emergency worked four hours, from 4:00 P. M. to 8:00 P. M., of the assignment of another position. Had he returned to his home station he would not have arrived there until 2:18 A. M. Tuesday, and he would have had to leave his home station at 11:45 A. M. in order to arrive back at Venice Junction in time for his regularly assigned duty at 4:00 P. M.; this would not have given him proper rest, so it was reasonably necessary for Claimant to spend the night away from his home station. The Board finds that the claim is for expenses which were reasonable and necessary. In a letter of July 2, 1946, the Carrier recognized that the expenses for June 17 were necessary; the Board believes that the expenses of June 18 were necessary also.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 30th day of March, 1949.