

Award No. 10805
Docket No. TE-9642

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, 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 Gulf, Mobile and Ohio Railroad that:

1. Carrier violated the agreement between the parties when it paid M. L. Boaz for three hours instead of four hours for deadheading from St. Louis, Missouri to Jacksonville, Illinois on November 9, 1955.

2. Carrier is required to pay M. L. Boaz the difference between three hours and four hours, or one hour additional, at the deadhead rate of extra employees.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties is available to your Board and by this reference is made a part hereof.

On November 9, 1955, Operator M. L. Boaz, on instructions of the Carrier, deadheaded from St. Louis, Missouri, his home station, to Jacksonville, Illinois, to fill a vacancy at Jacksonville. Along with his time slips for time worked, he claimed four hours' deadhead time under Rule 8 of the Agreement; the Chief Train Dispatcher notified him that his deadhead allowance was reduced to three hours, as the time was computed from Bloomington, Illinois, instead of St. Louis, Missouri, contending that Bloomington was Boaz's "home terminal."

Claim was filed and handled in the usual manner up to and including the highest designated officer of the Carrier, and has been denied.

POSITION OF EMPLOYES: Extra employees are entitled to be paid for deadhead travel time starting at the point from which the trip begins to the point where they are to work, computed in accordance with the provisions of the governing rule and subject to the minimum and maximum allowance. There is no provision in the Agreement for the arbitrary assignment of home

CONCLUSION

Under the past accepted interpretation and application of Rule 8 of the agreement the Carrier reserves the right to designate the headquarters or home terminal of an extra employee. Claimant Boaz was informed at the time of his employment that Bloomington was his home station. Both prior and subsequent to November 9, 1955, Bloomington has been considered the headquarters or home station of Claimant Boaz insofar as the application of Rule 8 is concerned. It is most unreasonable and unnecessarily expensive to construe Rule 8 in such a way that it would require payment to an Extra Telegrapher "for deadheading from any place he chooses to live." Such an impractical and expensive construction could only be arrived at by clear and explicit language. Such language is not found in Rule 8 or any other provision of the current agreement.

The claim is without merit and should be declined.

Carrier reserves the right to make an answer to any further submission of the Petitioners.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between The Order of Railroad Telegraphers and The Gulf, Mobile and Ohio Railroad Company.

Claimant, Boaz, on instructions of the Carrier, deadheaded from St. Louis, Missouri to Jacksonville. Claimant claimed four hours' deadhead time under Rule 8. The Carrier reduced the time to 3 hours, contending that Bloomington was Boaz's "home terminal." When Claimant was employed as a student he was written as follows: "You will make out your own payroll while you are a student and your home terminal will be Bloomington." This is the only evidence in the record to prove Claimant's home terminal. It is apparent from the record that Claimant thought St. Louis was his home terminal and that the Chief Train Dispatcher knew that Claimant was asking deadhead pay for St. Louis being his home terminal. (Emphasis ours.)

We are of the opinion that the Carrier had the right to designate the home terminal. See Award No. 37 of Special Board of Adjustment 310.

However, the Carrier had the responsibility to clearly designate the home terminal and we cannot find sufficient evidence in the record to show that Carrier had so done. The letter to Claimant while a student is not sufficient.

For the foregoing reason we believe there was a violation of the Agreement.

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 employees involved in this dispute are respectively Carrier and Employees 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 Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1962.