Award No. 201
Case No. CL-20-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE) Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express & Station Employes and St. Louis-San Francisco Railway Company

QUESTIONS AT ISSUE: (1) Shall the Carrier be required to pay all expenses incurred by unassigned or extra employes when Carrier requires those employes to perform service away from their headquarters point under Article II, Section 3, of the February 7, 1965 Agreement?

(2) Shall Carrier now be required to pay expenses incurred at Carrier's direction when employes are required to perform service away from their headquarters including traveling and waiting time, meals, lodging, automobile mileage and any other such expenses such as those cited below:

Mr. O. W. Jones - Headquarters, Oklahoma City, Oklahoma, required to travel to Altus, Oklahoma, a distance of 146 miles, and return, incurring from June 1 to June 10, 1965 expenses in meals of $19.97 and mileage $11.13 - - - - Total $31.10.

Mrs. Mavis I. Earnest, Headquarters, Pensacola, Florida, required to travel to Memphis, Tennessee, a distance of 432 miles, and return, incurring from August 9 to August 21, 1965 expenses in meals of $33.14; lodging, $30.00; taxi fare $.70; traveling and waiting time of 45 hours 10 minutes, $128.95 - - - - Total $192.79.

Mr. W. D. Phillips - Headquarters Tulsa, Oklahoma, required to travel to Ada, Oklahoma, a distance of 124 miles, and return, incurring on July 12-31 and August 2-6, 1965 meals of $60.25 and lodging $22.99. Total expenses - - - - - $83.24.

P. E. Goff - Headquarters, Blytheville, Arkansas, required to travel 24 miles to Hayti, Missouri and return; to Chaffee, Missouri, a distance of 90 miles and return; to Kennett, Missouri, a distance of 14 miles and return; to Sikeston, Missouri, a distance of 71 miles and return, on 67 days in the months of April, May, July, August and October, 1965, incurring expenses of $126.00 for meals, $43.00 for lodging; and mileage in the amount of $289.45 - - - - - Total $458.45.

H. L. Garner - Headquarters, Amory, Mississippi, required to travel to Columbus, Mississippi, a distance of 38 miles and return; to Tupelo, Mississippi, a distance of 28 miles and return; to Memphis, Tennessee, a distance of 127 miles and return; to Pickensville, Alabama, a distance of 58 miles and return and to Aliceville, Alabama, a distance of 69 miles and return on eight dates in June, August, September, November and December, 1965, incurring expenses for meals of $87.17; mileage $62.86, traveling time $67.16 - - - - - - Total $217.19.

E. E. Caldwell - Headquarters, Amory, Mississippi, required to travel to Columbus, Mississippi, a distance of 38 miles and return and to Tupelo, Miss., a distance of 28 miles and return, on 31 dates in April, May, July and August, 1965, incurring meal expenses of $37.61; mileage $157.92 and travel time of $150.89 - - - - - - Total $346.42.

Bessie T. Parrish - Headquarters, Amory, Mississippi, required to travel 467 miles to Chaffee, Missouri and return and 127 miles to Memphis, Tennessee and return on 32 dates in April, May and June, 1965; incurring expenses totaling $95.33 for meals, $65.80 for lodging, mileage of $44.70, travel and waiting time $542.42 - - - - - - Total $748.25.

All distances shown are one-way - all travel and waiting time claimed is at the rate of the position occupied.

OPINION OF BOARD: The facts indicate that the various claimants herein were protected unassigned employees who performed extra or relief work in their seniority districts. In each instance, extra or relief work was necessary to be performed inasmuch as an unassigned employee was not available at that point. Consequently, each of the claimants herein was used to perform such work and entailed traveling various distances from his home location to protect such extra work.

In order to place in perspective the issue before us, we would initially state that insofar as pertinent herein, Article II, Section 1, of the February 7, 1965 National Agreement, provides that, "A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee".

The instant claims seek compensation for the period from April to December 1965. In addition, at the time these claims arose, there did not exist a rule or agreement on the property providing for the payment of traveling expenses when employees were utilized to perform services away from their headquarters.

However, insofar as applicable herein, Article II, Section 3, of the February 7, 1965 Agreement states:

"Traveling expenses will be paid in instances where

"they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose."

Furthermore, the November 24, 1965 Interpretations, Question and Answer No. 5, indicated that the parties at the National level were making a survey for the purpose of furnishing guide lines to local parties in order to enable them to negotiate a rule with respect to travel expenses.

Of course, since October 15, 1967, pursuant to the Award of Arbitration Board No. 298, employees are now being compensated for such travel time payments and reimbursement of expenses.

Nevertheless, the claims which arose during the period from April to December, 1965, have not been resolved. In this regard, despite the efforts of the Organization to negotiate a rule on the property with respect to travel and expense reimbursement, the Carrier has thus far resisted its efforts. Apparently, the Carrier takes refuge in the absence of such rule on the property during this period.

We fail to find any basis for the Carrier's refusal to negotiate a rule. It appears to us that Section 3 of Article II, is crystal-clear. Further, pursuant to the November 24, 1965 Interpretations, guide lines were furnished to the parties. Why is the Carrier still declining to negotiate a rule?

It is our considered opinion that Article II, Section 3, of the February 7, 1965 Agreement, mandates the parties to negotiate in an endeavor to reach an agreement for this purpose, where existing agreements do not so provide for traveling expenses.

AWARD

The issue is referred back to the parties pursuant to Article II, Section 3, mandating them to negotiate an agreement for this purpose.

Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
April 20, 1970

INTERPRETATION OF AWARD NO. 201 - CASE NO. CL-20-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES TO DISPUTE) Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
and
St. Louis-San Francisco Railway Company

This has reference to dispute existing between the parties with respect to the proper interpretation of Award 201, Docket CL-20-W, the petitioner, Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes, hereby requests the Disputes Committee to issue an official interpretation thereon.

The questions initially submitted to the Board were as follows:

"(1) Shall the Carrier be required to pay all expenses incurred by unassigned or extra employes when Carrier requires those employes to perform service away from their headquarters point under Article II, Section 3, of the February 7, 1965 Agreement?

"(2) Shall Carrier now be required to pay expenses incurred at Carrier's direction when employes are required to perform service away from their headquarters including traveling and waiting time, meals, lodging, automobile mileage and any other such expenses such as those cited below:

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"All distances shown are one-way - all travel and waiting time claimed is at the rate of the position occupied."

OPINION OF BOARD: On April 20, 1970, we rendered an award in the above matter which provided as follows:

Award:

"The issue is referred back to the parties pursuant to Article II, Section 3, mandating them to negotiate an agreement for this purpose."

In order to comprehend the significance of the above award, we are impelled to incorporate certain background information. The named Claimants herein were protected unassigned employees who were required to perform extra or relief work in their seniority districts, which entailed travel from their home location during the period from April to December, 1965. Three additional facets are involved in said dispute, viz:

1. At the time these claims arose, the Schedule Agreement did not provide for such travel payment.

2. However, Article II, Section 3, of the February 7, 1965 National Agreement, specifically states that absent such a Rule on the property, the parties "will negotiate in an endeavor to reach an agreement for this purpose."

3. Arbitration Board No. 298, in an Award dated October 15, 1967, determined that employees should be henceforth compensated for such travel time and expense reimbursements.

What have the parties herein accomplished since our remand? As we read the submissions for an interpretation of our Award No. 201 - absolutely nothing! On one hand, the Organization merely endeavored to obtain payment on the basis of the original claims for travel time and expenses. On the other hand, the Carrier, in effect, remained adamant in its position - no existing Rule on the property - not entitled to payment - and we will close our file on these claims.

Is this attitude responsive to the mandate of remand in an endeavor to reach an agreement? We fail to find the slightest indicia of proof that the parties have accorded our Award the dignity which we would expect, consonant with our intent. Basic to the art of negotiation is a bona fide effort to reach an agreement. This, implicitly and explicitly, signifies compromise on the part of each side and a meaningful acceptance of an award emanating from our level.

Hence, we are again remanding the matter back to the parties with the earnest hope that they heed our admonition.

Award:

The matter is again remanded to the property for the express purpose as enunciated in our Opinion.

Murray M. Rohman

Murray M. Rohman, Neutral Member

Dated: Washington, D. C.
August 4, 1971