

Award No. 1101

Docket No. 1025

2-B&M-EW-'45

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: That within the meaning of the controlling agreement and the memorandum of agreement of April 24, 1943, procuring tools and material at the shop and carrying them from the shop to the station and putting them on the train continuously in advance of the starting time of an employee's regular shift is an assignment subject to be paid for by the carrier as "service" and not as "traveling" time.

JOINT STATEMENT OF FACTS: The carrier maintains at Boston the headquarters for the engineering department electrical workers. The shop, which is the headquarters, is about one-fifth of a mile from the North Station (Proper) from which trains depart. The regular assigned hours of these electrical workers is from 8:00 A. M. to 12:00 Noon, and from 12:30 P. M. to 4:30 P. M., Monday to Saturday inclusive.

On February 23, 1944 one of the electrical workers, Charles Carroll, was assigned to a job which required that he leave Boston (North Station) at 8:05 A. M. Before leaving on the train he went to the shop, secured his tools and materials, took them to the train, and went off on his assignment. For the time prior to 8:00 A. M., which was consumed in procuring tools and material from the shop and carrying them to the North Station, Carroll was paid traveling time. He now claims that he should have been paid for service in advance of regular bulletin hours at the rate of time and one-half.

The controlling agreement effective April 1, 1937 as amended by the memorandum of agreement of April 24, 1943, is incorporated by reference into the facts and it may be referred to.

POSITION OF EMPLOYEES: In the daily work of the employees of the electrical department it is often necessary to move tools and/or material manually over reasonable distances. That such action constitutes "work" and not traveling does not seem unreasonable. Traveling, in the modern accepted usage of the word, involves the question of transportation by one means or another. In railroad usage it is generally accepted as meaning "transportation on a train."

Carroll was required to start work prior to his regular bulletined hours at the electrical department shop. He had to assemble tools and necessary material to perform the required work. He had to take these tools and material and carry them for a distance of about a fifth of a mile to the North Station where he had to place them on a train. Obviously Carroll was working during this period of time. Carroll did not begin "traveling" until he had boarded the train and the train had left the station. The train on which Carroll left Boston departed at 8:05 A. M.

It is not known how much before 8:00 A. M. Carroll arrived at the shop to pick up his tools or whether it was necessary for him to go to the shop at all. It is known that in many similar cases the men take their tools home with them the night before, and arrive at the train with their tool box in time to leave for whatever job they may be working on.

It is appreciated that the Board has extended the meaning of the word "service" to include travel time and various other time when the man is not working. It was with these decisions in mind that the note was included in the agreement of April 24, 1943.

Strictly speaking, if the man boarded the train at 7:45 A. M. the time from 7:45 to 8:00 A. M. would come directly within the terms of the note, and would be paid for at straight time with a minimum of one hour. The employees, however, contend that that part of the time used in traveling between the shop and the train is not traveling or waiting time, but is service. It is difficult to see the distinction. Presumably, if a man took a taxicab from the shop at 7:45 and travelled to the North Station by taxicab, then boarded the train, and travelled on the 8:05 train, the time between 7:45 and 8:00 would be recognized as travel time because he was traveling in a conveyance. Under the employees' interpretation, however, if he was walking from the shop to the train, it is service and not travel time. If we should accept the employees' interpretation, then the railroad either has to pay for 90 minutes no matter how little time is consumed, or supply a valet to carry the man's tools from the shop to the train and meet him there. This was not the contemplation of the parties, is not provided in the rules. As pointed out above, the note attached to the agreement of April 24, 1943 expressly and purposely covers this very situation, therefore, when the man was paid one hour at straight time, he was paid in strict accordance with the agreement.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees 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 waived right of appearance at hearing thereon.

The facts of record show the assignment mentioned to be admittedly that of service performed.

AWARD

Claim sustained for future guidance in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling,
Secretary.

Dated at Chicago, Illinois, this 19th day of October, 1945.