

Award No. 3867
Docket No. 3769
2-NYC&StL-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Howard A. Johnson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 57, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. - C. I. O. (Electrical Workers)**

**THE NEW YORK, CHICAGO AND
ST. LOUIS RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That Electrical Workers E. Carroll and T. Spears were unjustly dealt with and the provisions of the current agreement violated when the Carrier declined to compensate them for traveling from Wickliffe to Leipsic, Ohio, March 20, 21 and 22, 1959.
2. That accordingly the Carrier be ordered to compensate Electrical Workers E. Carroll and T. Spears in the amount of 45 hours each at time and one half rate and that they further be reimbursed in the amount of \$6.52 each for food purchased enroute.

EMPLOYEES' STATEMENT OF FACTS:

1. Electrical Workers E. Carroll and T. Spears, hereinafter referred to as the claimants, are employed in the carrier's communications department.
2. The claimants are regularly assigned to road work and are paid on an hourly basis.
3. There are two line gangs assigned to the territory from Buffalo to Chicago and extending as far south as St. Louis. The claimants are members of one of these gangs which is designated as Gang "B".
4. Many of the employes assigned to Gang "B", including the claimants, were recruited from Indiana and Southern Illinois.
5. The line gangs are assigned to camp car outfits which are equipped for cooking, heating and lodging.
6. The claimants were using the camp outfit as their living quarters at Wickliffe, Ohio, during the week-end extending from Friday evening, March 20 to Monday morning, March 23, 1959.

work days and being paid at time and one-half for sleeping and idle time on rest days to being paid straight time for working on work days.

Your Board will note that the claim now made contemplates payment at the overtime rate whereas the claim on the property contemplated travel time, which when it is payable for riding on trains when away from home station is paid at straight time rates.

The entire claim is inconsistent with the controlling rules, long-established practice thereunder, and even with common sense. It should be denied in its entirety.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

Parties to said dispute were given due notice of hearing thereon.

Claimants are hourly rated electrical workers regularly assigned to a line gang for work over territory extending from Buffalo to Chicago and St. Louis, with a boarding car as their headquarters or home station, and with rest days Saturday and Sunday. Their home stations prior to their being housed in the boarding car are not shown in the record but in any event are immaterial.

While on duty hourly rated employes regularly assigned to road work are entitled under Rule 8 to pay for continuous time from leaving home station until returning there, whether working, waiting or traveling, with certain exceptions. Of course they are not entitled to such pay during absences from home station when off duty.

Under Rules 8 and 35 a boarding car in which a line gang is housed is its headquarters and home station, regardless of location. Consequently claimants' continuous service periods begin and end there, regardless of location. Line gang outfits are necessarily subject to change of location according to needs of the service, and there is nothing in the rules preventing such change during claimants' rest days. That is a hazard incidental to the provision that the boarding car is their headquarters and home station, regardless of location, and they must be available there at the start of their work week. This they may do, either by staying at their boarding car home station during its movement, or by rejoining it afterward. Whichever method they elect, there are no rules entitling them to travel pay, waiting pay or actual expenses during rest days unless called for service.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of November, 1961.