

Award No. 300

Docket No. 301

2-SP-BM-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

DISPUTE: CLAIM OF EMPLOYEES: That Messrs. Viles, Mathes and Casarez be compensated at time and one-half rate for time waiting and traveling on July 3 and 17, 1937, as provided in Rule 13.

POSITION OF EMPLOYEES: On June 3, 1937, Messrs. Viles, Mathes and Casarez were sent from El Paso, their home point, to Coyote, New Mexico, to make repairs to boiler located at Coyote and Luna, New Mexico, which is a pumping station where two pumpers are employed.

On leaving El Paso, their home point, Messrs. Viles, Mathes and Casarez departed and traveled during their regular assigned hours.

On July 3, Mr. Viles was released at the completion of his shift (4:00 P. M.) to return to home point. On July 17, Messrs. Mathes and Casarez were released to return to their home at the completion of their shift (4:00 P. M.). In both cases, these employees were compelled to wait until 7:45 P. M. for train which arrived in El Paso at 11:35 P. M. These employees were compensated at the rate of straight time for time waiting and traveling under Rule 14.

The work in question, in our opinion, comes within the provision of Rule 13 of the current agreement between Southern Pacific Company (Pacific Lines) and System Federation No. 114, and the attempt of the management to pay for this service under Rule 14 is erroneous and incorrect for the following reasons:

Rule 13, covering emergency road service, provides that when an employe is sent out on the line of road, he shall be paid on the same basis as his pay at home station, with certain additional provisions.

Rule 14, which provides for filling temporary vacancies at outlying point, cannot apply to this case. First of all, we must find out what a point is. Rule 32 defines a point as a seniority point. It is perfectly obvious that the towns Coyote and Luna are not seniority points, as defined by the agreement, but are simply pumping stations.

Not being seniority points, there could be no provisions for working conditions or rates of pay, overtime, etc., except that which applies at the employe's home point; namely, El Paso; furthermore, Rule 14 provides:

Is this work emergency road work? Clearly, it is away from the home point of the complainants. It was not at an outlying point or shop. It was on the road outside of an outlying point or shop. It must be concluded that it was road work. But was it emergency work? What constitutes an emergency? Evidently, if a boiler got out of order at a pumping station and could not be used, there would be an emergency. If men were sent to repair the boiler, it would be emergency road work. If the workers went out for a few days to repair the boiler, there could be no question about its being emergency road work. It would be difficult to say that it was, none the less, emergency work if it took a week or two weeks or more to repair the boiler. The rule must be interpreted broadly to include work on the road which is done by special men brought in for the purpose from some point or shop. Rule 13 evidently was designed to cover both short and long periods, for provision is made for board and lodging for "each calendar day when such irregular service prevents the employe from working his regular hours at home station."

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.

The parties to said dispute were given due notice of hearing thereon.

The facts of this docket bring the case under Rule 13 and not under Rule 14 of the agreement between the carrier and System Federation No. 114.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of January, 1939.