

Award No. 12517
Docket No. SG-11710

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CLINCHFIELD RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Clinchfield Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 19, when it failed to allow travel time claimed by the employes of Signal Gang No. 10 when Camp Cars assigned to them were moved from Altapass, North Carolina, to Waycross, Tennessee, on February 27, 1959.

(b) Each employe of Signal Gang No. 10 be allowed 2 hours at the straight-time rate or 4 hours at the half-time rate for February 27, 1959, the amount claimed by the employes on the last half of February payroll which was omitted by the Carrier.

[Carrier's File No.: Signalmen]

EMPLOYEES' STATEMENT OF FACTS: On Friday, February 27, 1959, Signal Gang No. 10 with assigned headquarters in camp cars was located at Spruce Pine, North Carolina. The hours of assignment for Signal Gang No. 10 were from 7:15 A.M. to 4:15 P.M., Monday through Friday, with rest days of Saturday and Sunday.

On Friday afternoon, February 27, 1959, Signal Gang No. 10 loaded its tools and equipment in preparation for moving the camp cars from Spruce Pine, North Carolina, to Waycross, Tennessee, a distance of approximately 100 miles. At about 3:00 P.M. on February 27, 1959, the camp cars were moved by the local freight from Spruce Pine, North Carolina. Subsequently, the camp cars arrived at Waycross, Tennessee, some time after 11:30 A.M. on Sunday, March 1, 1959. The camp cars were in transit more than 44 hours while moving from Spruce Pine, North Carolina, to Waycross, Tennessee.

Inasmuch as the camp cars were moved outside the hours of the regular assignment of Signal Gang No. 10, the Signal Foreman turned in 4 hours travel time at the straight time rate on the last half of February 1959 payroll for each of the employes of Signal Gang No. 10. Under Rule 19 of the

2. The employees were not traveling in or to the camp cars.

It is obvious, therefore, that the conditions under which pay would be allowed were not met. Not only were the employees not assigned to camp cars at the time of movement but they were not traveling in or to them either within or outside the hours of their assignment.

In handling this claim and other similar claims, the Employees have contended that pay should be allowed the entire gang whenever the cars are moved, even though the employees do not accompany the cars at the time they are moved, and may be and generally are many miles away at their several homes located on or near the Carrier's line which extends for a distance of 277 miles from Elkhorn City, Kentucky, to Spartanburg, South Carolina.

No such meaning can be read into Rule 19. Clearly the intent of the rule, as is plainly stated, is that employees traveling in or to such cars within their weekly assignment shall be paid for such service.

In this instance none of the claimants were on duty, or even subject to call, and none of them performed service.

Carrier respectfully submits that this claim is entirely without merit—that it should in all respects be denied—and we request the Board to so find.

OPINION OF BOARD: Claimants were released from duty at their camp cars in Altapass, N. C., Friday, February 27, 1959, and instructed to report for duty to the camp cars in Waycross, Tennessee, Monday, March 2, 1959. The camp cars were moved by train from Altapass to Waycross in the interim.

It is the position of the Petitioner that the Claimants should have been allowed the travel time claimed because of being required to travel to their camp cars outside their regular assignment.

The Carrier defends against the claim on two propositions; it contends:

1. That the Claimants were not assigned to the camp cars at the time they were moved; and
2. That the Claimants were not traveling in or to camp cars.

The determinative Rule reads:

"RULE 19

When camp cars are moved, employees assigned to and traveling in or to such cars shall be allowed pay at straight-time rate for the hours of their regular assignment and at one-half time rates outside their regular assignment." (Emphasis ours.)

The Carrier contends that the Claimants had completed their weekly assignment and were, therefore, not assigned to the camp cars while they were being moved. We reject this argument because Rule 19 provides how employees assigned to camp cars are to be paid when such travel time is "outside their regular assignment."

The Claimants did not travel in the camp cars, and the Carrier contends that, since the Claimants were on their rest days and may have visited their homes, they were not traveling to their camp cars. The facts are that

the Claimants and their camp cars were in Altapass, N. C., on February 27, 1959; they were released from duty at that point and required to report to their camp cars at Waycross, Tennessee, March 2, 1959. The Carrier did, therefore, require Claimants to travel from Altapass to their camp cars at Waycross. That they may have also visited their homes is incidental.

The method of determining the amount of pay to be allowed employees for traveling outside their regular assignment appears to have been established by the practice of the parties. The Claimants are, therefore, entitled to receive an additional 2 hours' pay at straight-time rate (4 hours at half-time rate).

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 the 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 21st day of May 1964.