

Award Number 13355

Docket No. SG-12343

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

In behalf of the employees assigned to the Louisville Division Signal Gang in charge of Foreman C. E. Yager for one hour each at their respective rates of pay on the basis of time and one-half account not being afforded the full meal period at camp cars on May 11, 1959, and for fifteen hours' time at their respective straight-time rates of pay while the camp cars were in transit between Lebanon Junction, Kentucky, and Portland, Tennessee, between the hours of 4:00 P.M., May 11, 1959, and 7:00 A.M., May 12, 1959. (Carrier's File: G-342-9 G-342)

EMPLOYES' STATEMENT OF FACTS: This claim involves the signal employees of the Louisville Division Signal Gang in charge of Foreman C. E. Yager, whose regular assigned working hours are from 7:00 A.M. to 12:00 Noon and 1:00 P.M. to 4:00 P.M., with a work week of Monday through Friday and rest days of Saturday and Sunday.

The signal employees assigned to the Louisville Division Signal Gang are assigned to a camp car outfit headquarters in accordance with Rule 13 of the Signalmen's Agreement.

On Monday, May 11, 1959, the Carrier billed the camp car outfit of the Louisville Division Signal Gang from Lebanon Junction, Kentucky, the point where the gang had been working, to Portland, Tennessee. The camp car outfit left Lebanon Junction, Kentucky, on Train No. 31 on May 11, 1959, and arrived at its destination point, Portland, Tennessee, at about 10:00 A.M. on May 12, 1959.

In view of the fact that the camp car outfit assigned to the Louisville Division Signal Gang was in transit from May 11, 1959, until 10:00 A.M. on May 12, 1959, and the signal employees assigned thereto were not properly compensated by the Carrier in accordance with agreement rules on the above days, Local Chairman H. D. Faller presented the following claim in their behalf to Mr. R. L. Pearce, Signal Supervisor, under date of May 22, 1959:

because of the work which the gang had to perform at Oakland. The second movement, Bowling Green to Portland, was contingent upon completion of the work at Oakland. If the work at Oakland had not been completed on May 11, the cars would not have been moved from Bowling Green on May 12, but would have been deferred until the work was completed.

In the circumstances carrier submits there was no basis for the employees' contention that Rule 20, quoted below, supports their claim.

"RULE 20. TRAVELING IN CAMP CARS

"When camp cars are moved, employees assigned to and traveling in or accompanying such cars will be allowed pay at straight time rate for the hours of their regular assignment, including such hours on a rest day or holiday. Employees moving as above, outside of regular hours will be allowed pay at straight time rate while the cars are in transit."

In view of the foregoing, carrier submits there is no basis for the employees' claim and same should be denied.

OPINION OF BOARD: The claim herein arose in connection with the Carrier moving camp or outfit cars from one location to another. The record shows that on Friday, May 8, 1959, the camp cars of the gang involved were located at Lebanon Junction, Kentucky, and were billed to Bowling Green, Kentucky, approximately 84 miles south. The members of the gang were instructed to report to Oakland, Kentucky, approximately 11 miles north of Bowling Green, on Monday, May 11, 1959, to perform work at the location. The employees who lived at Bowling Green were told that they could either go to Lebanon Junction and ride the camp cars to Bowling Green or report at Bowling Green at 7:00 A.M., from which point company truck or station wagon would take them to Oakland. None of the members of the gang rode the camp cars, which actually left Lebanon Junction at 9:48 A.M., Monday, May 11, and arrived at Bowling Green at 10:59 P.M. that day.

The members of the gang worked at Oakland the day of May 11. While working at Oakland they were allowed one hour for lunch, the Carrier paying for the lunches.

At 4:00 P.M. quitting time on Monday, May 11, the men who lived at Bowling Green went to their homes. As the camp cars did not arrive at Bowling Green until 10:59 P.M., the men who had to stay on the camp cars that night were paid an additional seven hours to cover the period from 4:00 P.M. to 11:00 P.M., and their supper was paid for by the Carrier.

The work at Oakland was completed on Monday, May 11. According to the Carrier, the camp cars were billed to move from Bowling Green to Portland, Tennessee, on Tuesday, May 12, 1959, the cars leaving Bowling Green at 7:20 A.M., and arriving Portland about 10:00 A.M.

In its submission the Petitioner relies upon Rules 11, 13 and 20 of the applicable Agreement. It alleges a violation of Rule 11 on the basis that the meal period was not provided at the camp cars on May 11. The fact remains, however, that the camp cars were not at Bowling Green or Oakland at the time of the meal period on May 11, but were then in transit from Lebanon Junction to Bowling Green. The Board cannot agree that under these circumstances there

was a violation of Rule 11. Other rules of the Agreement contemplate that hourly rated employes may be required to perform service away from their home station (camp cars in this case). Rule 21 provides the method of pay under such circumstances and Rule 29 provides for reimbursement for actual additional expenses. The Claimants were allowed full meal period on May 11, and the Carrier assumed the expense of the meals. Neither do we agree that there was a violation of Rule 13 under the facts set out.

As to the alleged violation of Rule 20, the Carrier contends that the camp cars were billed from Lebanon Junction to Bowling Green and later billed from Bowling Green to Portland. The Petitioner contends that the cars were billed from Lebanon Junction to Portland and, therefore were in transit as contemplated by Rule 20 from the time the cars left Lebanon Junction on May 11 until they arrived at Portland on May 12. The Petitioner has submitted no proof in support of its contention and in the absence of such proof the Board must find that the camp cars were billed and moved as contended by the Carrier.

The Board finds no basis for the additional payments claimed and the claim will be denied.

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

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.