

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Bill Heskett, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**NORFOLK AND WESTERN RAILWAY COMPANY**  
**(Lake Region)**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed and refused to allow Hoisting Engineer Roscoe Wills pay for travel time consumed on February 13, 1966.

(2) Hoisting Engineer Roscoe Wills be allowed six (6) hours' pay at his straight time rate because of the violation referred to in Part (1) of this claim. (System File 30-20-154.)

**EMPLOYEES' STATEMENT OF FACTS:** Claimant Wills is the regularly assigned operator of Diesel Crane No. X-0031, with an assigned work week extending from Monday through Friday (Saturdays and Sundays are rest days). Although the claimant's point of residence is at Conneaut, Ohio, his designated headquarters are mobile outfit cars, which are also the starting point for each day's work.

During the week of February 7 through February 11, 1966, the claimant was operating Diesel Crane No. X-0031 in the Buffalo (N.Y.) area. On Friday, February 11, 1966, the claimant completed the work assigned to him in the Buffalo area and, in compliance with orders given by the Carrier, he billed his crane and outfit cars to Bellevue, Ohio, where the claimant was to begin working on Monday, February 14, 1966. The claimant accompanied the crane and outfit cars until arrival of the train at Conneaut. Since this was the place of the claimant's residence, he arranged to stop over at Conneaut for the purpose of a short visit with his family during the weekend because there was no work to perform at Bellevue until Monday morning, February 14, 1966. On Sunday evening, February 13, 1966, the claimant boarded a freight train at Conneaut and rode to Bellevue, arriving well in advance of his starting time on Monday, February 14, 1966. Six hours were consumed in traveling from Conneaut to Bellevue. The claimant was allowed pay for the time consumed in traveling from Buffalo, New York to Conneaut, Ohio on February 11, 1966, but he was not allowed pay for the time consumed in traveling from Conneaut, Ohio, to Bellevue, Ohio on February 13, 1966.

a violation of the agreement account the claimant was not allowed six (6) hours' travel time for February 13, 1966. Copy of this claim is attached as Carrier's Exhibit A.

Copies of the correspondence reflecting the subsequent handling of the claim on the property are attached hereto as Carrier's exhibits, and are identifiable as follows:

EXHIBIT B - March 22, 1966 - Denial of Claim - Division Engineer to Vice Chairman.

EXHIBIT C - April 13, 1966 - Appeal - General Chairman to Regional Engineer.

EXHIBIT D - April 25, 1966 - Denial of Appeal - Regional Engineer to General Chairman.

EXHIBIT E - June 3, 1966 - Appeal - General Chairman to Director of Personnel.

EXHIBIT F - June 9, 1966 - Acknowledgment of Appeal - Director of Personnel to General Chairman.

EXHIBIT G - August 2, 1966 - Denial of Appeal - Director of Personnel to General Chairman.

EXHIBIT H - February 13, 1967 - Affirmation of Denial - Director of Personnel to General Chairman.

EXHIBIT I - April 18, 1967 - Request for Extension of Time - General Chairman to Director of Personnel.

EXHIBIT J - May 2, 1967 - Extension of Time Request Granted - Director of Personnel to General Chairman.

(Exhibits not reproduced.)

**OPINION OF BOARD:** A perusal of the entire record indicates that the facts were as follows: On Friday, 11 February, 1966, the Claimant, who was assigned to a camp car, was instructed to bill his crane from Buffalo to Bellevue and to report there on Monday, 14 February, 1966. During his regular hours, Claimant traveled from Buffalo on said train to Conneaut, where he detrained to visit his family. Saturday and Sunday were his rest days. On Sunday, 13 February, 1966, Claimant boarded another train and reported for work on the following Monday.

This claim is not for transportation expenses, but is for straight time under Rule 46 as a result of the six hours spent on 13 February, 1966, by Claimant traveling from Conneaut to Bellevue.

The applicable portions of Rule 46 read as follows:

"Except as otherwise provided in these rules, employees required by the Management to travel on or off their assigned territory will be allowed pro-rata for all time traveling or waiting during or outside of their assigned working hours, and on rest days, and the holidays specified in Rule 31, except:

\* \* \* \* \*

(d) Employees will not be allowed time while traveling in the exercise of seniority rights or between their homes and designated assembling points or for other personal reasons.

\* \* \* \* \*"

In Award 15871, where this referee acted as the neutral, it was stated that in interpreting an agreement, the controlling question is not what is fair and equitable, but, rather, what is the reasonable meaning contemplated by the parties. Obviously, the rule in the instant case does not contemplate compensation for employees exercising their seniority, traveling between their homes and designated assembling points or traveling for personal reasons, but it does contemplate the payment of compensation for employees who were required at the direction of the Carrier to travel from a point of origin to a point of designation.

Rule 59 of the Agreement allows employees assigned to camp cars ". . . to make week-end trips to their homes." However, they are not, under Rule 46(d), as hereinbefore noted, entitled to compensation therefor.

Then the real question is whether the Claimant's stopping at home is incidental, as the Organization contends, or whether it caused such a break in continuity that the prohibition of paragraph (d) of Rule 46 is applicable.

In Award 12517 (Kane), we held that under a similar rule where Claimants had visited their homes on their rest days while enroute, was "incidental." However, Award 12517 is distinguishable because the rule in that case contained the wording ". . . traveling in or to . . ." and, further, we are unable to discern any restriction regarding the rule there involved which was similar to paragraph (d).

While Award 5977 (Messmore) interpreted a similar rule with a qualifying exception almost identical to paragraph (d), the facts are very dissimilar. There the claim was denied because the Organization was contending that outfit cars constituted the home station of the Claimants during their regular assigned work week, but that the homes of the respective claimants on their rest days were their home stations.

It appears to us that there being no precedential authority to which we are bound that we must render an independent decision, giving, as we do, the entirety of Rule 46 its most reasonable meaning. Here, the claim is, as herebefore noted, for the time spent by Claimant traveling from his home to the outfit car in Bellevue. The result of Claimant's detraining at Conneaut places him squarely within the exception to Rule 46 and the prohibition of paragraph (d), i.e., ". . . traveling . . . between their homes and designated assembling points." Therefore, Claimant is not entitled to be paid under Rule 46, and the claim must 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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1968.