

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES
SEABOARD COAST LINE RAILROAD COMPANY**

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

(1) The Carrier violated the effective Agreement when it failed to compensate all employes working on Extra Gang No. 2 the overtime rate of pay from 4:30 P. M. until 10:30 P. M., May 18, 1966, account camp cars in transit between Ocala, Florida and Waldo, Florida, and not being placed for occupancy until 10:30 P. M. (System file C-4/M-96.)

(2) Each of the following named employes be compensated at their respective overtime rates of pay from 4:30 P. M. until 10:30 P. M. on May 18, 1966:

C. H. Ray -- Foreman
G. A. Rish -- Assistant Foreman
W. L. Chisolm -- Cook
D. Bernett -- Laborer
R. T. Forde -- Laborer
L. Gaskins No. 1 -- Laborer
L. Gaskins No. 2 -- Laborer
E. Giles -- Laborer
R. Goodwin -- Laborer
S. Howard -- Laborer
A. Jefferson -- Laborer
J. J. Marshall -- Laborer
C. Newman -- Laborer
C. Small -- Laborer
W. Walker No. 1 -- Laborer
M. Weaver -- Laborer

DIRECTOR OF PERSONNEL TO GENERAL CHAIRMAN,
APRIL 6, 1967

"Confirming conference discussion March 23rd of claim in behalf of employes of Extra Gang No. 2, North Florida Division, for 5½ hours' pay at overtime rate account camp cars not arriving at Waldo in time for the employes to board them at regular assigned quitting time.

You did not present any additional support for this claim and we reiterated that there was no basis for your claim that they should be compensated at overtime rate of pay for waiting at Waldo for the arrival of the camp cars under the provisions of Rule 8, Section 1, paragraph (a). We, therefore, stated there was no basis for changing our decision of February 10th."

OPINION OF BOARD: Claimants in this case are the foreman and members of Extra Gang No. 2. Their work period extends from 7:00 A. M. to 3:30 P. M. daily from Monday through Friday inclusive. At the time of this dispute however, they were working until 4:30 P. M., thus accumulating one hour of make-up time to permit them to work only part of Friday for the purpose of making weekend visits home.

On May 18, 1966, the date of the claim, the foreman billed the camp cars which had been stationed at Ocala, Florida, to Waldo, Florida. These cars were billed as "unoccupied camp cars" in compliance with the instructions of the Carrier. After billing the cars to Waldo, Claimants traveled by truck to Lockloosa, Florida to perform the work assignment for the day. It is mutually agreed that the designated headquarters of the Claimants comprising Extra Gang No. 2, are camp cars, which are also the starting and terminating point for each day's work. Upon finishing their work assignment at Lockloosa, they departed in time to arrive at their camp cars at Waldo by the close of their work period, 4:30 P. M.

Upon their arrival at Waldo, the Claimants found that the camp cars had not arrived and waited until approximately 10:30 P. M. before they did arrive and were placed for occupancy.

Claimants allege a violation of Rule 7(c) of Section 1, which reads:

"A day's work will commence and end at regular designated points, such as tool houses, camp cars, shops, etc."

And submit a claim for time and a half from 4:30 P. M. to 10:30 P. M. under the provisions of Rule 8(a) of Section 1, which in pertinent part reads:

"Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be computed on actual minute basis and paid for at time and one-half rate." * * *

The original time slip submitted on behalf of Claimants requested time and a half from 4:30 P. M. to 10:00 P. M. rather than 10:30 P. M. as stated in the claim before us. This is not a fatal variance, more particularly so since it is essentially and substantially the exact same claim.

Carrier arguendo states that Rule 8(a) quoted infra is not applicable to the instant dispute, because it is concerned only with "time worked" and not "time waiting." We agree with Carrier on this point. Claimants did not perform any work after 4:30 P.M. but through no fault of their own were required to wait for their camp cars. In this waiting period, that is from 4:30 P.M. to 10:00 P.M. they should be compensated by Carrier at the pro rata rate under the provisions of Rule 15, which reads:

RULE 15. TRAVEL TIME

(a) Except as provided for in Rule 5, employees whose duties necessitate traveling, whether on regular assignment or in emergency or temporary service, will receive not less than 8 hours' regular pay for each calendar day so engaged or held away from headquarters. For actual work beyond 8 hours the overtime rate will be paid; **travel and waiting time outside of the 8 hours will be paid for at the pro rata rate.** (Emphasis ours.)

We will sustain the claim consonant with opinion as expressed.

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 Employee involved in this dispute are respectively Carrier and Employee 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 violated.

AWARD

Claim sustained consonant with opinion as expressed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1968.