

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19893  
Docket Number MU-19888

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way **Employes**  
(  
(Burlington Northern Inc. (Formerly Chicago, Burlington  
& **Quincy** Railroad Company)

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

Foreman A. E. Carlisle, Laborers D. L. **Zlomke**, J. R. Miller and J. J. **Beruman** each be allowed payment for a call (2-2/3 hours' pay at time and **one-** half rate) as compensation for reporting at Frannie, Wyoming on a holiday (Z-15-71) to accept delivery of their paychecks which were due on Friday, February 12, 1971. (System File **13/3MW-66(e)**, 7-15-71)

OPINION OF BOARD: Claimants were members of **a** section gang based at Frannie, Wyoming with a work week of Monday through **Friday**. The regular payday was **the** fifteenth and thirtieth of each month. February 15, 1971 was a holiday (a Monday) and Claimants were not scheduled to work on that day. Carrier instructed its agent at Frannie to keep the station open, to "work a call" on **Monday** February 15th in order to deliver pay checks. **Claimants** did come to pick up their checks on February 15th and the claim herein is for payment of **a** call to them for this effort on their holiday.

Claimants **argue** that they had a right under the Wyoming **Administrative** Act to receive their checks on Friday, February 12, 1971. We cannot rule on State Laws, having no jurisdiction in that area. As a **concomittant** of the above argument, Claimants contend that the Carrier required them to come in for their checks on Monday February 15th by virtue of not paying them on Friday. Further, it is argued that employees cannot be expected to perform gratuitous services for Carrier. Apparently also, the Organization feels that since Carrier paid the Agent at Frannie for distributing the checks on February **15th**, Claimants also should be paid for coming in to collect their checks.

The record contains no evidence that Carrier required Claimants to come to the station on February **15th**, nor is any rule cited which supports the position taken by Petitioner. Picking up pay checks, we find, is not performing a service for Carrier; this activity is not "work performed" **as** used in the Agreement and hence is not compensable.

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**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 Employees involved in this dispute are respectively Carrier and Employees 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; end

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Pendergast  
Executive Secretary

Dated at Chicago, Illinois, this 8th day of August 1973.