

NATIONAL RAILROAD ADJUSTMENT BOARD  
Third Division

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA  
THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY

DISPUTE.—“Claim of Signal Maintainer D. R. Scott for 9 hours and 21 minutes in November 1934, and Signal Maintainer E. O. Landon for 5 hours and 10 minutes in November 1934, for riding and waiting time, Beaver, Pa., to point of work and return to Beaver.

“The time claimed by Messrs. D. R. Scott and E. O. Landon is listed below:

<i>Time claimed by D. R. Scott</i>	<i>Train No. 10 Late at Beaver</i>
November 14, 1934—1 hour 2 minutes-----	12 minutes
November 15, 1934—1 hour 9 minutes-----	19 minutes
November 22, 1934—58 minutes-----	8 minutes
November 23, 1934—56 minutes-----	6 minutes
November 24, 1934—1 hour 5 minutes-----	15 minutes
November 26, 1934—1 hour 8 minutes-----	18 minutes
November 27, 1934—54 minutes-----	4 minutes
November 28, 1934—1 hour 14 minutes-----	24 minutes
November 30, 1934—55 minutes-----	5 minutes

Total hours claimed by D. R. Scott, 9 hours 21 minutes.

<i>Time claimed by E. O. Landon</i>	<i>Train No. 10 Late at Beaver</i>
November 13, 1934—1 hour 2 minutes-----	12 minutes
November 15, 1934—1 hour 9 minutes-----	19 minutes
November 22, 1934—58 minutes-----	8 minutes
November 23, 1934—56 minutes-----	6 minutes
November 24, 1934—1 hour 5 minutes-----	15 minutes

Total hours claimed by E. O. Landon, 5 hours 10 minutes.

“The particular question involved in these claims is a definition or interpretation of what is meant by the language ‘headquarters’ or ‘home station.’”

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

This division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The parties have jointly certified the following Statement of Facts, and the Third Division so finds, to-wit:

“Signal Maintainer D. R. Scott bid in and was assigned to bulletined position of extra signal maintainer, August 1, 1934, with headquarters at New Castle Junction. Signal Maintainer E. O. Landon bid in and was assigned to bulletined position of extra signal maintainer, September 12, 1934, with headquarters at New Castle Junction.

“Scott’s job was abolished November 30, 1934; Landon’s job was abolished November 24, 1934; both men exercising their seniority in another district.

“New Castle Junction, the headquarters for these men, is 47.3 miles west of Pittsburgh. On or about November 14, 1934, they were told by the foreman or supervisor where work would be performed, therefore, in going to their work in New Castle Junction territory on these dates, instead of passing the point of work on the train, they left the train at Wampum, performing service at and around that locality. On days when work was necessary at points east of New Castle Junction, i. e., Beaver Falls—New Brighton, Monaca, and McKees Rocks—both of these men

went to these points direct, not being required to report at New Castle Junction."

An Agreement, bearing effective date August 16, 1923, is shown to exist between the parties governing the wages and working conditions of employees therein designated, from which Agreement petitioner cites and relies upon Rules 8 and 17, to-wit:

"**RULE 8. *Beginning and ending of day.***—An employee's time will begin and end at a designated point, but more than one such point may be named within a specified territory, such as terminal territory."

"**RULE 17. *Assignments—Returning to home station daily.***—Hourly-rated employees performing service requiring them to leave and return to home station daily will be paid continuous time, exclusive of meal period, from time reporting for duty until released at home station. Straight time for all straight-time work. Overtime for all overtime work. Straight time for all time traveling or waiting."

The carrier, in due form and pursuant to Rule 8, designated New Castle Junction as the headquarters of Employees Scott and Landon.

On each of the dates stated in dispute said employees worked at Wampum (a point 5.8 miles east of New Castle Junction), their regular assignment of eight hours from 7:10 a. m. to 3:40 p. m. less 30 minutes for lunch.

At the end of each such tour of duty they did not return westward to their designated headquarters at New Castle Junction, but elected, instead, to travel eastward from Wampum to Beaver (at which latter station they maintained residence, and a point 20.8 miles eastward from their designated headquarters at New Castle Junction). It was therefore, from Beaver also that they traveled to their work at Wampum to begin their regular assignment on the stated dates.

It is found that New Castle Junction was the "Home Station" in the sense that term is used in Rule 17 and that it was also the "Designated Point" in the sense that the latter term is used in Rule 8; and that the carrier is not under the necessity of applying the compensation provisions of Rule 17 unless it be shown that employees invoking the same did in fact "leave and return to home station."

Employees Scott and Landon did not "leave and return to home station" on the stated dates; whereas, under the provisions of Rule 8 they were obligated to do so if they expected the benefits of Rule 17. They are not, therefore, entitled to the benefits of Rule 17.

#### AWARD

Claim denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,  
*Secretary.*

Dated at Chicago, Illinois, this 18th day of October 1935.