

Award No. 16582

Docket No. MW-17147

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

SEABOARD COAST LINE RAILROAD COMPANY

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

(1-a) The Carrier violated the Agreement when it failed and refused to pay Crane Mechanic J. E. Alford for travel and waiting time during November, 1965.

(1-b) Crane Mechanic J. E. Alford be allowed pay at his straight time rate for twenty-four hours and fifty-five minutes because of the violation referred to in Part (1-a) of this claim.

(2-a) The Carrier violated the Agreement when it failed and refused to pay Mechanic Helper G. T. Poland for travel and waiting time during October and November, 1965.

(2-b) Mechanic Helper G. T. Poland be allowed pay at his straight time rate for sixty-seven hours and ten minutes because of the violation referred to in Part (2-a) of this claim.

EMPLOYEES' STATEMENT OF FACTS: Claimants Alford and Poland are assigned by bulletin to Metal Bridge Yard Force 7803 with home station at Rocky Mount, North Carolina. This is a stationary force which is NOT regularly assigned to perform road work.

Claimant Alford was instructed to leave his home station at Rocky Mount, North Carolina, to report for temporary service at Live Oak, Florida, on Monday, November 15, 1965, for the purpose of relieving a machine operator who was absent because of illness. Claimant Alford commenced work at Live Oak, Florida, on November 15, 1965, as instructed. At the close of his work period on Thursday, November 18, 1965, he was released from duty at Live Oak, Florida, with instructions to report to Hardeeville, South Carolina, at work time on Monday, November 22, 1965. Claimant Alford, in executing the Carrier's instructions when released from duty on November 18, 1965, left Live Oak, Florida, at 5:30 P. M. to return to his home station and arrived at Rocky Mount, North Carolina, at 11:35 on the following morning. He left his home station again at 12:10 A. M. on Monday, November 22, 1965, and arrived at the location of his new assignment (Hardeeville, South Carolina) at 7:00 A. M. that same day.

to Rocky Mount on November 18-19 for the weekend, and for going to Hardeeville from Rocky Mount on November 22, 1965. The claim presented on the property also requested \$17.66 for meal expense while traveling on the weekend and while stationed with the gang; however, this part of the claim was not included in the statement of claim submitted by President Crotty, of the Brotherhood of Maintenance of Way Employees, in his letter of April 4, 1967, to the Executive Secretary of the Third Division. Carrier assumes, therefore, this part of the claim has been abandoned.

On September 7, 1965, Claimant G. T. Poland, who was regularly assigned as a Helper at Carrier's Metal Bridge Yard at Rocky Mount, North Carolina, was instructed to report to work with the Traveling Mechanic at Jacksonville, Florida. Mr. Poland was paid at his pro rata rate for all traveling and waiting time for his trip to Jacksonville. He worked with the Traveling Mechanic until January 14, 1966, and was allowed traveling and waiting time for the return trip to Rocky Mount from Palatka, Florida, the point at which he completed his assignment. During that period of time Mr. Poland elected to return to Rocky Mount from the points he was working on various weekends.

Claim was filed in behalf of Mr. Poland for 67 hours and 10 minutes at his pro rata rate, representing traveling and waiting time incurred traveling to and from Rocky Mount on the weekends.

The claims were handled at all levels on the property and were declined.

OPINION OF BOARD: This is a claim of Crane Mechanic J. E. Alford and Mechanic Helper G. T. Poland for violation of the Agreement because Carrier failed to pay them for traveling and waiting time on specified dates. These employees were members of a stationary force with headquarters at Rocky Mount, North Carolina.

On November 13, 1965, Mr. Alford was directed to report to the Metal Bridge Gang at Live Oak, Florida, to relieve the Crane Mechanic on that force who was ill. On that date Mr. Alford left his home station and arrived at Live Oak on November 14, 1965, at 11:30 A. M. He was paid at the pro rata rate for traveling and waiting time. At the close of his work period on Thursday, November 18, 1965, he received instructions to report to Hardeeville, South Carolina, for work on Monday, November 22, 1965. On November 18, Mr. Alford returned to Rocky Mount his home station where he spent the weekend. During that weekend the Metal Bridge Gang moved from Live Oak, Florida, to Hardeeville, South Carolina. Mr. Alford reported to the Gang at Hardeeville on Monday, November 22.

He requests that he be allowed payment for the twenty-four hours and fifty-five minutes of waiting and traveling time expended in returning to his home station from Live Oak, Florida and in going from his home station to his new work station at Hardeeville, South Carolina.

On September 7, 1965, Mr. Poland was required to report to work with the Traveling Mechanic at Jacksonville, Florida. He was paid for traveling and waiting time at the pro rata rate for the trip to Jacksonville from his home station at Rocky Mount, North Carolina. During the period he was assisting the Traveling Mechanic he returned to his home station Rocky Mount on weekends. He completed his work with the Traveling Mechanic at Palatka, Florida,

on January 14, 1966, and was paid for traveling and waiting time consumed in returning to his headquarters at Rocky Mount. He filed claim for sixty-seven hours and ten minutes at his pro rata rate for traveling and waiting time incurred in traveling to and from his home station on the weekends.

Petitioners Alford and Poland rely on Section 10 of Rule 8 for their claims for waiting and traveling time at their respective rates. They argue that this provision states that a regularly assigned employee when called for road work away from his home station will be paid from the time ordered to leave his home station until his return for all time worked and at the pro rata rate for all time expended in waiting and traveling.

In its denial Carrier takes the position that the weekend trips were not authorized as business trips and since they were taken by Claimants at their own discretion for their own personal reasons and convenience, it has no obligation to pay for such traveling and waiting time. Carrier maintains that it properly paid them for the time they were instructed to leave their home station and return to it.

The record discloses that Mr. Alford was released from duty on Thursday, November 18, 1965, at Live Oak, Florida, with directions to report to Hardeeville, South Carolina, for work on Monday, November 22, 1965. Since he was released from his assignment, he was entitled to return to his home base and to receive compensation for traveling and waiting time in accordance with the provisions of Section 10 of Rule 8. He also was entitled to reimbursement for traveling and waiting time used in going from his headquarters to his new temporary work assignment at Hardeeville.

On the other hand Mr. Poland was not released by Carrier during the months of October and November 1965 from his temporary work assignment as Helper to the Traveling Mechanic. His weekend home trips were unauthorized and were taken without regard to Carrier's needs or business. Carrier properly paid him for the initial trip from his regular headquarters at the beginning of his temporary assignment and for the return final trip from Palatka, Florida, when he was released at the close of his temporary assignment on June 14, 1966, to return to Rocky Mount.

For the foregoing reasons we hold that the claim of Mr. Alford as set forth in Paragraphs 1(a) and 1(b) of the Statement of Claim is sustained and the claim of Mr. Poland is 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 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; and

That the Agreement was violated in parts 1(a) and 1(b) of the Claim; but was not violated in Parts 2(a) and 2(b).

AWARD

Parts 1(a) and 1(b) of the claim are sustained; Parts 2(a) and 2(b) are denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1968.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.

16582