



CORRECTED

Award No. 18477

Docket No. SG-18662

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company that:

(a) Signal Gang Foreman W. W. Kelly be allowed credit time towards his monthly basic number of hours for all hours between end of work day September 23, and beginning of work day Tuesday, September 24.

(b) Signal employees assigned to Signal Gang No. 6, Mr. Kelly, Foreman be paid at their respective straight-time rate for all hours between end of work day Monday, September 23, and beginning of work day Tuesday, September 24, 1968, for waiting on camp car outfit, and for not being provided sleeping accommodations for at least eight hours between end of work day Monday and beginning of work day Tuesday. Signal employees referred to herein are M. E. Weaver, G. H. Grant, J. G. Hawkins and J. W. Brown.

(Carrier's File: 15-56.)

EMPLOYEES' STATEMENT OF FACTS: Claimants in this dispute are all members of Signal Gang No. 6, namely, Foreman W. W. Kelly, and other members M. E. Weaver, G. H. Grant, J. G. Hawkins and J. W. Brown.

At the close of work September 19, 1968, signal gang No. 6 was located at Hardeville, S.C. All members of the gang were instructed to report to Tucker, Ga., for work beginning Monday, September 23, and their camp car outfit would be transferred from Hardeville to Tucker during their rest days.

Claimants found upon arriving at Tucker, Ga. for work Monday, September 23, that the dining car had arrived but the lodging cars had not arrived. The sleeping car contained their personal effects as well as their lodging facilities and utilities.

GEN. CHAIRMAN TO ASST. VICE PRES.-PERSONNEL,
SEPTEMBER 16, 1969

"Reference is made to claim on behalf of employes in Signal Gang No. 6, Foreman W. W. Kelly, for pay for time between the end of work day Monday September 23 and beginning of work day Tuesday, September 24, 1968, for waiting on camp car outfit and not being afforded sleeping accommodations. Your file Number 15-56.

In addition to Rules cited in our appeal, we wish to bring to your attention the provisions of Rule 20 as revised effective July 1, 1967, as being applicable in this instant claim. We would appreciate it if you would reconsider your decision and advise me if you will now allow the claim paid."

ASST. VICE PRES.-PERSONNEL TO GEN. CHAIRMAN,
OCTOBER 8, 1969

"Yours of September 16th with further reference to claim on behalf of employes in Signal Gang No. 6, Foreman W. W. Kelly, for pay for time between the end of work day Monday, September 23, and beginning of work day Tuesday, September 24, 1968, for waiting on camp car outfits and not being afforded sleeping accommodations.

We do not see how Rule 20 as referred to could lend any support to the claim and, therefore, there is no basis for changing our decision of February 4, 1969."

(Exhibits not reproduced.)

OPINION OF BOARD: On September 19, 1968, Signal Gang No. 6, located at Hardeville, South Carolina, was instructed by Carrier to report to Tucker, Georgia, for work beginning Monday, September 23. Their camp car outfit would be transferred from Hardeville to Tucker during their rest days. Claimants reported at Tucker, Georgia, on September 23, and found that their dining car had arrived, but that the lodging car had not arrived. The sleeping car did not arrive at Tucker, Georgia, until 2:40 A. M. on Tuesday, September 24, during which time, Claimants waited in their personal automobiles and dining car after their working hours. Claimants base their claim on Rules 11, 18, 19, 20 and 25 of the Signalmen's Agreement. Rule 18 provides for payment of continuous time, exclusive of Noon meal period, from time reporting for duty until released at home station, whether working, waiting for traveling, for hourly rated employes performing services requiring them to leave and return to home station the same day. The Organization contends that Claimants were performing service which required them to leave their home station (camp cars) and return on the same day. Carrier contends that the Claimants were only entitled to \$4.00 for the time from regular quitting time until 2:40 A. M. when the lodging car arrived at Tucker, Georgia, under the provisions of the Memorandum Agreement of June 17, 1968, which states that if lodging is not furnished by Carrier, employes shall be reimbursed for additional reasonable expense though not in excess of \$4.00 per day.

The record reflects that the instructions given to the employes, as to where to go while waiting for their lodging car, were vague and indefinite; and that there is a dispute as to when the lodging cars were to arrive at Tucker.

Therefore, without passing on the validity of the June 17, 1968 Memorandum Agreement in connection with Rule 18, this Board finds that Claimants are entitled to waiting time under Rule 18 until 2:40 A. M. on Tuesday, September 24, 1968, with the provision that Carrier be given credit for the \$4.00 paid each employe under the Memorandum Agreement, if such payment was made. This Board further finds that the Foreman is also entitled to waiting time (under Rule 45) until 2:40 A. M., September 24, 1968.

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 violated in accordance with the Opinion.

AWARD

Claim sustained in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March, 1971.