

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 28533
Docket No. MW-28784
90-3-89-3-178

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(National Railroad Passenger Corporation (Amtrak)
Northeast Corridor

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

(1) The Agreement was violated when the Carrier failed to properly compensate the employees assigned to the T.L.S. and Undercutter Units headquartered in camp cars at Perryville, Maryland on November 11 and 12, 1987 (System File NEC-BMWE-SD-2050).

(2) As a consequence of the aforesaid violation, the employees listed below* who were assigned to the Undercutter Unit shall each be allowed three and one-half (3 1/2) hours of pay at their respective straight time rates and the employees listed below* who were assigned to the T.L.S. Unit shall each be allowed two and one-half (2 1/2) hours of pay at their respective straight time rates.

*Undercutter Unit

R. Maine
D. Preller
M. Ray
R. Makowske
J. Matthews
R. Starr
J. Doody
L. Watson
D. Maine

*T.L.S. Unit

R.W. Garrett
O. Hargrove
W. Lighty
L. Harris
O. Ryan
D. McCarthy
J. Froelich
L. Balcerowicz
K. Solon
R. Taylor
R. Jones
E. Dennis
B. Anderson"

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or 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.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimants were transported to the Washington Terminal on November 11, 1987, for emergency snow duty. Lodging was provided but the Carrier paid no compensation during the time the Claimants occupied the hotel.

Claimants assert that they were entitled to pay at the straight time rate while they "waited" outside of their regularly assigned hours pursuant to Rule 63.

In a January 15, 1988 denial, during handling on the property, Carrier conceded that the Claimants were placed in a hotel rather than returning them to home base "... wherein if further problems were encountered the employees were readily available." Accordingly, we will sustain the Claim.

The on-property correspondence makes reference to "meal period" violations, however we fail to find any allegation of a violation in that regard in the Statement of Claim filed with the Board. Accordingly, we do not pass judgment on the validity of those alleged violations. See Third Division Awards 19790 and 21543.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of August 1990.