

SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES) Brotherhood of Maintenance of Way Employees  
TO )  
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement between the Carrier and the Organization when it required the men listed in Attachment "A" attached hereto and made a part of; namely, the foreman and laborers on Extra Gang No. 20, who are housed in camp trailers, and Machine Operator B. S. Cummings, who was not a part of Extra Gang No. 20, to begin and end their duties preceding or following and continuous with a regularly assigned eight (8) hour work period.

2. The Carrier shall be required to pay the men listed in Attachment "A", attached hereto and made a part of, at the overtime rate for time preceding the regularly assigned eight (8) hour period and time following the regularly assigned eight (8) hour period on the dates involved as tabulated in Attachment "A".

This claim is for March and April 1968 and is a continuing claim and will be supplemented from month to month until our Agreement is complied with.

FINDINGS: The issue to be determined in this dispute is whether extra gangs that are assigned to mobile camp trailers are entitled to compensation at the overtime rate for travel to and from such trailers to assembling points prior to and after their regularly assigned work periods.

As a preliminary matter, it should be noted that section gangs with fixed quarters and defined limits of work as well as extra gangs with temporary headquarters are not involved in this dispute.\*/

The Organization takes the position that there is no rule in the Agreement that would permit Carrier to require such employees to leave their mobile camp trailers prior to their assigned tour of duty without a penalty payment; that since 1922 such employees

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\*/ Extra gangs with temporary headquarters who are not furnished with mobile camp trailers are covered by the Memorandum Agreement of October 13, 1959. Third Division Award No. 15973 and Award No. 77 of this Board construed the Memorandum Agreement of October 13, 1959 to mean that extra gangs not furnished with mobile camp trailers are not entitled to be paid for time traveling from headquarters to assembling point.

started their day's work at the outfit car (or camp trailer) under pay and remained under pay until they returned to their outfit car (or camp trailer) and released; that Carrier, in its submissions in Third Division Award No. 15973 and Award No. 77 of this Board, conceded that the Memorandum Agreement of October 13, 1959 had ~~no~~ application to extra gangs that are not furnished with outfit cars or mobile camp trailers; and that Carrier, without negotiation, arbitrarily and unilaterally changed the working conditions for the Claimants herein involved.

Carrier takes the position that under the provisions of Rule 7-13(f) and its agreed upon interpretation, the assembling points for extra gangs may be at a different point from where outfit cars or mobile camp trailers are located; that with the advent of mobile camp trailers, tools are located at the assembly points and not at the camp trailers; that while the Memorandum of Agreement of October 13, 1959 applied only to extra gangs that are not furnished mobile camp trailers, such agreement made no change in the provisions of Rule 7-13; that some employees choose to use their personal automobiles to go to and from the assembling point, and there is no requirement that they return to the mobile camps -- they are free to go home or anyplace else after leaving the assembling point; and that Carrier has the right under the rule to designate the assembling point, and under the same rule the employee's day begins and ends at such designated assembling point.

Rule 7-13, the Starting Time Rule, states:

"BEGINNING AND ENDING OF DAY.-(f). Employees' time will start and end at designated assembling points for each class of employees."

The relevant portion of the Interpretation to the rule states:

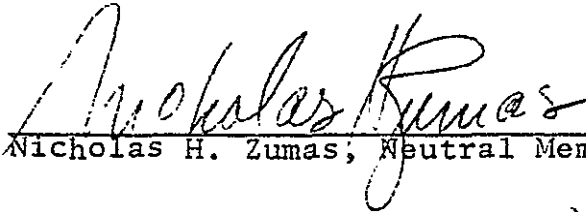
"Roadmasters or other supervisory officers may designate the starting time and the assembling point; and except in unusual cases where local conditions may justify it, the assembling point should be the tool house, or in the case of extra gangs the tool car or point where the motor cars are stored.


"Employees' time will start when they start their duties such as setting on the motor car, loading tools, etc. and will end when they have reached the assembling point and are relieved from duty."

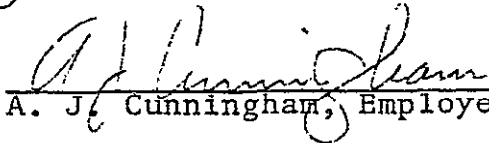
Contrary to the Organization's assertion that Rule 7-13 did not affect the past practice with respect to "floating gangs," the Board finds that Rule 7-13 gives the Carrier the right to designate assembling points and that the time starts and ends for all employees, including Claimants herein, at the designated assembling points.

Even though, in the past, Carrier may have designated the outfit car as the assembling point because tools were stored there, this does not prevent Carrier from designating a different assembling point as long as such designation is consistent with the Interpretation to the rule. There is no evidence to show that tools or equipment are stored at points where the mobile camp trailers are located. Under the circumstances, there is no basis for a sustaining award.

AWARD: Claim denied.

  
Nicholas H. Zumas, Neutral Member

  
M. L. Erwin, Carrier Member

  
A. J. Cunningham, Employee Member

Tyler, Texas  
October 30, 1975