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AWARD NO. 3
NRAB DOCKET NO. CL-7883
CASE NO. 3
SSW FILE R-93-729-A-11
BRC FILE NR-27-36

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES } The Brotherhood of Railway and Steamship Clerks
TO }
DISPUTE } St. Louis Southwestern Railway Company

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

(1) That Carrier has not compensated Mrs. Z. H. Carbaugh, Chief Clerk to Assistant Superintendent, Illmo, Missouri, for travel time and waiting time incident to services performed by her at her away from home headquarter point as stenographer recording the records of formal investigations in accordance with the provisions of Rule 36-1 of current General Rules Agreement dated April 1, 1946, and National Railroad Adjustment Board Award 5704 rendered April 4, 1952.

(2) That Mrs. Carbaugh be paid the difference due her as set forth in detail in Employees' Exhibit E for the specific dates shown, namely:

September 18, 1949	- 1 hour 15 minutes - pro rata rate
March 1, 1950	- 13 hours 57 minutes - pro rata rate
September 15, 1950	- 13 hours 47 minutes - pro rata rate
February 17, 1951	- 7 hours 14 minutes - pro rata rate
February 25, 1951	- 5 hours 11 minutes - pro rata rate

and that her time for subsequent occasions of like nature be similarly calculated in accordance with the foregoing.

FINDINGS: Claim is made that Claimant Mrs. Carbaugh was not properly compensated for waiting and traveling time between her home station at Illmo and her away-from-home assignment at East St. Louis. She arrived in East St. Louis at 7:00 AM and went to work on her regular assigned hours at 8:00 AM, working until 5:00 PM, and boarded train out of East St. Louis at 10:32 PM and arrived back at her home station at 2:12 AM. The train upon which she traveled carried Pullman accommodations but claimant rode the coach and occupied no Pullman space.

That part of the claim for the time from 7:00 AM, after arrival at East St. Louis, until she went to work at 8:00 AM, and the time from 5:00 PM until 10:32 PM is first before us. The rule says that "time spent in traveling or waiting to or from the temporary assignment outside of regular assigned hours will be paid for at pro rata rate." The Board construes this part of the rule to mean that the time spent in traveling and the waiting time involved in such traveling is properly applicable here and that when she arrived at East St. Louis she arrived at her temporary assignment and the time spent at East St. Louis from 7:00 AM to 8:00 AM and from 5:00 PM to 10:32 PM was not contemplated by that part of the rule.

The rule further provides "except that no time will be paid for traveling between the hours of 10:00 PM and 7:00 AM where lodging is provided by the railroad." It is apparent that lodging between 3:15 AM and 7:00 AM and 10:32 PM and 2:12 AM was available but it was not provided for this claimant; that under the rule the Carrier owes the added obligation to make Pullman reservations or inform claimant to use available space; that this was not done in this case; and that claimant should be paid for travel time between 3:15 AM and 7:00 AM, Illmo to East St. Louis, and between 10:32 PM and 2:12 AM, St. Louis to Illmo under such circumstances. The fact that Pullman space was available is not the same as being provided by the Carrier and travel time between hours of 10:00 PM and 7:00 AM should be paid for on those occasions when reservations were not made or claimant not advised to use available space.

AWARD: Claim disposed of in keeping with the above Findings.

/s/ Frank P. Douglass
Frank P. Douglass, Chairman

/s/ W. E. Straubinger
W. E. Straubinger, Employee Member

/s/ L. C. Albert
L. C. Albert, Carrier Member

Tyler, Texas
March 5, 1957