

ARBITRATION BOARD NO. 298

IN THE MATTER OF AN ARBITRATION

Between

CARRIERS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE
AND THE SOUTHEASTERN, EASTERN AND
WESTERN CARRIERS' CONFERENCE
COMMITTEES

and

EMPLOYEES' NATIONAL CONFERENCE
COMMITTEE, FIVE COOPERATING RAILWAY
LABOR ORGANIZATIONS

(NATIONAL MEDIATION BOARD
CASE NO. A-7948)

INTERPRETATION NO. 2

QUESTION: If an existing rule provides a method for establishing an employee's headquarters which method differs from the method provided in Section II A of the Award, may the organization elect to retain the existing rule governing the establishment of headquarters while electing to accept the benefits provided by some of or all the other subparagraphs of Section II?

ANSWER: No. The right to receive any of the employee benefits provided in Section II of the Award is conditioned upon the right of the carrier to designate the headquarters point as provided in Section II A.

INTERPRETATION NO. 3

QUESTION: (This question in the form originally submitted was regarded by the Board as too vague and indefinite to be effectively

answered. At an executive session of the Board, the question was rephrased to read as follows:)

Under an existing rule, regularly assigned employees diverted from regular assignment to perform extra or relief work are allowed actual expenses when away from headquarters, but extra or relief employees receive no allowance. May the organization elect to retain the existing provision for actual expenses for diverted regularly assigned employees and also accept the benefits of Section II of the Award for extra and relief employees?

ANSWER: Yes.

INTERPRETATION NO. 4

QUESTION: If an existing rule applies to provide reimbursement for travel time only on specified days of an assignment (e.g., to the assignment on the first day and return on the last day), may the organization elect to retain such rule for the days to which it applies and accept the provisions of Section II D of the Award for the other days of the assignment?

ANSWER: No.

INTERPRETATION NO. 5

QUESTION: If an existing rule establishes a rate of nine and one-half cents per mile as reimbursement for the use of a personal automobile in traveling from headquarters to work point and

return and from one work point to another, may the organization elect to retain that rate in lieu of the nine-cent rate provided in Section II C of the Award while electing to accept all the other provisions of the Award?

ANSWER: Yes.

INTERPRETATION NO. 6

QUESTION: If the answer to the preceding question is in the affirmative and an existing rule establishes a rate of nine and one-half cents per mile for the first 1,000 miles per month and a rate of eight cents per mile for the excess over 1,000 miles per month, may the organization elect to retain the present rate for the first 1,000 miles per month while electing to accept the nine-cent rate provided in the Award for the excess over 1,000 miles per month?

ANSWER: No.

INTERPRETATION NO. 7

QUESTION: When travel time is computed under the last sentence of Section II D of the Award and no waiting time is included, is all time so computed compensable?

ANSWER: No. Regardless of the method of transportation used, the compensation provided in Section II D does not commence until the expiration of one hour.

INTERPRETATION NO. 8

QUESTION: Carrier establishes a system gang at a fixed location in a terminal area or classification yard without camp cars. Employees are recruited from all over the railroad system with their homes at various points, none of which maintain their homes in the vicinity of the terminal or classification yard. Inasmuch as the employees are required to live away from their homes throughout their work week, may carrier escape provisions of I-A-3 and B-3 and B-4?

ANSWER: Yes. See paragraph 1 of the memorandum of Board conference of September 30, 1967 which reads as follows: "It was decided by the Board, that the provisions of Section I, shall not apply to employees where the men report for duty at a fixed point, which remains the same point throughout the year."

INTERPRETATION NO. 9

QUESTION: Employees are working in a gang at point "A." The work point is changed from "A" to "B" outside of work hours or on a rest day or holiday while employees are not actually at work. Employees are not required by the carrier to ride in the camp cars and elect to travel from "A" to "B" in their own automobiles. May carrier avoid payment of travel time from "A" to "B" under I-C-1?

ANSWER: No. See paragraph 2 of the memorandum of Board conference of September 30, 1967, which reads as follows: "Under the provisions of Section I C 1, each man will be paid the amount of travel time from one point to another which the conveyance offered by the carrier would take regardless of how any man actually travels from one point to the other."

INTERPRETATION NO. 10

QUESTION: Carrier moves the work point from "A" to "B" while the employe has gone home on a holiday or rest day. Employe left work point "A" but returns to work point "B" after having gone home. May carrier avoid payment of travel time from "A" to "B" because the employe traveled from "A" to "C" to "B" rather than going straight to "B" before going home at "C"?

ANSWER: No. See paragraph 2 of the memorandum of Board conference of September 30, 1967, which reads as follows: "Under the provisions of Section I C 1, each man will be paid the amount of travel time from one point to another which the conveyance offered by the carrier would take regardless of how any man actually travels from one point to the other."

INTERPRETATION NO. 11

QUESTION: In traveling from one work point to another outside of regularly assigned hours or on a rest day or holiday, is waiting time to be included in "time spent" under the provisions of I C 1?

ANSWER: Initial waiting time is not to be included in "time spent" but waiting time enroute is to be included.

Dated this 12th day of January 1968 in the city of Washington, D. C.

Arbitration Board No. 298

/s/ Paul D. Hanlon
Paul D. Hanlon, Neutral Member,
Chairman

/s/ David H. Stowe
David H. Stowe, Neutral Member

/s/ G. E. Leighty
George E. Leighty, Employee Member
Dissenting on Interpretations 2, 4,
6 and 7

/s/ Harold C. Crotty
Harold C. Crotty, Employee Member
Dissenting on Interpretations 2, 4,
6 and 7

/s/ A. E. Egbers - Dissenting on No. 3
Alvin E. Egbers, Carrier Member

/s/ R. L. Harvey - Dissenting on No. 3
Richard L. Harvey, Carrier Member

CERTIFICATE

We the members of Arbitration Board No. 298, Case No. A-7948 in the proceedings to which this Certificate is attached hereby certify that the foregoing is a true and correct copy of Interpretations Numbered 2 through 11 to the Award of the Board in said proceeding, as the same is filed in the Office of the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division.

Arbitration Board No. 298

/s/ Paul D. Hanlon
Paul D. Hanlon, Neutral Member,
Chairman

/s/ David H. Stowe
David H. Stowe, Neutral Member

/s/ G. E. Leighty
George E. Leighty, Employee Member

/s/ Harold C. Crotty
Harold C. Crotty, Employee Member

/s/ A. E. Egbers
Alvin E. Egbers, Carrier Member

/s/ R. L. Harvey
Richard L. Harvey, Carrier Member

Washington, D. C.
January 12, 1968