

Award No. 1689
Docket No. 1578
2-PULL-EW-'53

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 122, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Electrical Workers)

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the carrier improperly computed the service time due Electrician W. G. Bleakley upon his return to his home station on March 11, 1952.

2. That accordingly the carrier be ordered to compensate Electrician W. G. Bleakley one (1) hour's pay at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: On March 9, 1952 Electrician W. G. Bleakley, whose home station is Louisville, Kentucky, and whose working hours were as follows:

March 9 — 7:00 A. M. to 3:30 P. M.

March 10 — 8:00 A. M. to 4:30 P. M.

March 11 — 8:00 A. M. to 4:30 P. M.

Varied working hours are due to the Claimant being assigned to a relief position.

was assigned to go to Princeton, Kentucky to service Pullman cars, then to go from Princeton, Kentucky to Paducah, Kentucky to service Pullman cars, then to return to his home station Louisville, Kentucky.

Electrician Bleakley left Louisville on March 9 on the I. C. Train No. 101 at 12:40 P. M. He arrived at Princeton, Kentucky at 5:35 P. M. He traveled from the station to the yards, arriving at the yards at 6:30 P. M. He was then released from duty until 8:00 A. M. March 10. He reported for duty on March 10 at 8:00 A. M. and rendered service until it was time for him to leave for the station to catch the I. C. Train No. 101 which departed at 5:35 P. M. He arrived at Paducah, Kentucky at 7:00 P. M. He then rendered service until 10:00 P. M. at which time he was relieved from duty and given a bed on a Pullman car that was to go out on I. C. Train No. 104 which departed from Paducah at 12:50 A. M.

are as valid and enforceable as the written provisions of the contract itself.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

Claimant was assigned to perform work at Princeton, Kentucky, a point away from his home station, on March 9, 10 and 11, 1952. After completing the work, he was directed to return to Louisville, Kentucky, his home station. He departed from Princeton at 2:00 A. M. on March 11 and arrived at Louisville at 7:35 A. M. on the same day. He was relieved from duty and was afforded an opportunity to go to bed for five or more hours as provided by Rule 28. He was called by the porter at 7:00 A. M. He detrained at 7:35 A. M. He reported for work on his regular assignment at 8:00 A. M. The claim is for one hour's pay from 7:00 A. M. to 8:00 A. M.

The applicable rule states in part:

"An hourly rated employe regularly assigned at a repair shop, district or agency, when called for service away from such repair shop, district or agency, shall be paid from the time required to leave his home station until his return for all service rendered in accordance with the practice at home station . . . If during the time away from home station, not including waiting or traveling periods, the employe is relieved from duty and afforded an opportunity to go to bed for 5 or more hours, such relief period shall not be paid for; or if while traveling, the employe is relieved from duty for a period of 5 or more hours, between 10:00 P. M. and 8:00 A. M., and afforded an opportunity to go to bed, such relief period shall not be paid for, . . ." (Rule 28, Current Agreement)

It is not questioned that claimant was properly relieved under the provisions of Rule 28. Since an employe coming within the purview of Rule 28 is entitled to be paid for traveling time, it becomes important as to when his relief period ends and when his traveling time again begins to run. The part of the rule here applicable requires the relief period to be between the hours of 10:00 P. M. and 8:00 A. M., and conditioned further that an opportunity to go to bed for 5 hours or more is provided. We think the rule fairly construed means that an employe will not be paid for sleeping if 5 or more hours of sleep are afforded. Consequently his travel time would again commence to run when his sleeping period ended which, in this case, would be 7:00 A. M. Claimant arrived at his home station at 7:35 A. M. He should have been paid for the thirty-five minutes.

Claimant urges also that he should be paid from 7:35 A. M. to 8:00 A. M. The assertion is made that he had to take his tools to the yards and that this constitutes service to the carrier. The rule states however that he will be paid until his return to his home station. His home station, so far as this record shows, was Louisville, Kentucky. When he detrained, he had returned to his home station. If some specific point in Louisville was designated as his home station, the record fails to disclose it. This portion of the claim is not supported by evidence which would warrant its allowance.

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AWARD

Claim (1) sustained.

Claim (2) sustained in part.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 20th day of July, 1953.