

Award No. 1784
Docket No. 1619
2-(SP) T&NO—CM—'54

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 162 RAILWAY EMPLOYES'
DEPARTMENT A. F. OF L.—Carmen**

AND

**SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA
TEXAS AND NEW ORLEANS RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement the Carrier unjustly dealt with:

Carman L. L. Prejean on July 23rd, 25th, 26th, 27th and 30th, 1951.

Carman D. J. Hebert on July 23rd, 25th, and 27th, 1951.

Carman Helper Stanley LeBlanc on July 25th, 1951.

Carman Helper J. C. Huval on July 26th and 27th, 1951.

when they were denied compensation for the period 12:00 Noon to 1:00 P. M., while they were away from home point on emergency road work.

2. That accordingly the Carrier be ordered to additionally compensate the aforesaid employes in the amount of one hour's pay at the straight time rate for each day set forth after their name.

EMPLOYES' STATEMENT OF FACTS: Carmen L. L. Prejean, D. J. Hebert and Carmen Helpers Stanley LeBlanc and J. C. Huval, hereinafter referred to as the claimants, are regularly assigned on the Lafayette Car Repair Track at Lafayette, Louisiana, as car repairers and carmen helpers with hours 7:00 A. M. to 12:00 Noon and 1:00 P. M. to 4:00 P. M., five days per week.

On Monday, July 23, 1951, Carmen L. L. Prejean and D. J. Hebert were instructed to go to Mermentau, Louisiana, to repair a car, and they departed from Lafayette at 7:40 A. M. and returned at 3:20 P. M. same date. These claimants were instructed to stop whatever they were doing from 12:00 Noon to 1:00 P. M. and take their meal hour.

On Wednesday, July 25, 1951, Carmen L. L. Prejean and D. J. Hebert and Carman Helper Stanley LeBlanc were instructed to go to Midland, Louisiana,

holds that no provision of agreement requires it to pay arbitrarily for a lunch period to an employe on emergency road work when such lunch period is taken with full time off in accordance with the practice at home station.

Wherefore, premises considered, the carrier respectfully urges that the claim be in all things denied.

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.

Claimants were regularly assigned on carrier's Lafayette Car Repair Tracks at Lafayette, Louisiana, either as car repairers or as carmen helpers. Their tours of duty were from 7:00 A. M. to 12:00 Noon and from 1:00 P. M. to 4:00 P. M. five days per week.

On the dates set out in their claim these claimants were ordered to leave their home station to perform emergency road work. While away from their home station and engaged in these services they were instructed to stop whatever they were doing at 12:00 Noon and take one hour for their noon meal. This they did. They here seek compensation for this hour at their respective straight time rates on each of the days this occurred while they were in such service.

Rule 7 of the parties' agreement provides:

"An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away from such shop, engine house, repair track, or inspection point will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight time rate for all time waiting or traveling."

In performing the work referred to these claimants came under this rule. The only exception to the requirement in this rule that such employes be paid from the time ordered to leave their home station until they return thereto is the second paragraph thereof, which has no application here.

The basis provided in this rule for paying such employes from the time they are ordered to leave their home station until they return thereto is divided into two parts. First, for all time worked, in accordance with the practice at the home station. That was done. Second, for all time waiting or traveling, at straight time. That was done except for the period of one hour from 12:00 Noon to 1:00 P. M. on each day for which claim is made. There is nothing in the rule to permit carrier to except this period from the requirement that employes so engaged be paid for all time waiting. The fact that these claimants performed this emergency road work within the hours of their regular assignments could not affect the requirements of the rule as it contains no provision or exception to that effect.

The rule is plain and unambiguous. Consequently past practices thereunder cannot abrogate its terms. Carrier can be required to fulfill its terms at any time.

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AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June, 1954.