

Award No. 6024
Docket No. 5792
2-CMStP&P-EW-'70

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Gilden when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION No. 76, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC
RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier denied Special Lineman R. L. Process compensation of eight (8) hours wages while traveling from Milwaukee, Wisconsin to Minneapolis, Minnesota from midnight Sunday to 8:00 A. M. Monday, February 12, 1968. That Special Lineman T. F. Kehoe was denied seven (7) hours traveling time between the same cities on March 19, 1968.

2. That accordingly the Carrier be ordered to compensate Messrs. Process and Kehoe eight and seven hours respectfully.

EMPLOYEES' STATEMENT OF FACTS: Special Linemen R. L. Process and T. F. Kehoe, hereinafter referred to as the claimants, are employed in the Communication Department of the Chicago, Milwaukee, St. Paul and Pacific Railroad, hereinafter referred to as the carrier. Their positions are permanent in the Milwaukee Shops located in the city of Milwaukee, Wisconsin. The claimants are paid on an hourly basis with assigned hours from 7:30 A. M. to 4:00 P. M. with one half hour off for lunch between 11:30 A. M. and 12:00 noon. Work week is from Monday through Friday. Prior to February 12th, and March 19th, 1968, the claimants, in the order named above, were instructed to board Train No. 1 at Milwaukee, Wisconsin and travel to Minneapolis, Minnesota, and upon arrival report to the relay office in the Minneapolis Railroad Depot. Work hours to be from 8:00 A. M. to 4:30 P. M. with one half hour off for lunch beginning at 12:00 noon.

The claimants were provided with transportation and berths from Milwaukee, Wisconsin to Minneapolis, Minnesota on the aforementioned dates, but were denied compensation for traveling time from 12:00 midnight to 8:00 A. M. the next morning. Train No. 1 arrives at Milwaukee, Wisconsin at 11:59 P. M. and departs from Milwaukee at 12:14 A. M., arriving at Minneapolis at 8:00 A. M. Claimant Kehoe elected to drive to the city of his

Employees will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight-time rate.

Wrecking service employees will be paid under this rule, except that all time working, waiting or traveling on Sundays and holidays will be paid for at rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight-time hours at home station, will also be paid for at rate of time and one-half."

In accordance with the second paragraph of the aforequoted rule, time periods of five or more hours when an employe, who is on the road, is relieved from duty and permitted to go to bed "will not be paid for." Nothing could be clearer. It cannot be argued that the claimants were not "on the road" for the very minute the wheels of the 12:14 A. M. passenger train commenced moving, each claimant was literally "on the road."

It cannot be argued that the claimants had not been released from duty for prior to boarding train No. 1 each was considered as being on duty entitled to and paid " * * * one (1) hour preparatory time at straight-time rate," as prescribed in the fourth paragraph of the aforequoted rule.

It cannot be argued that each was not "permitted to go to bed for five (5) or more hours," as each was furnished sleeping accommodations aboard the train.

In view thereof, there can be no question but that the carrier's actions in the instant case, i.e., not paying the time each claimant was "relieved from duty and permitted to go to bed for five (5) or more hours," were in accordance with the aforequoted second paragraph of Rule 26.

It is now and has been throughout the handling of this dispute on the property, the carrier's position that there is absolutely no basis for the instant claim as it is utterly lacking in schedule rule and/or agreement support and it is respectfully requested that the claim be denied in its entirety.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The phrase, "such relief time will not be paid for", pulls the rug from under the notion that the 5 hour provision, referred to in the second paragraph of Rule 26, merely denotes the minimum rest period to be afforded employes engaged in emergency travel to and away from home on-duty point, and does not serve to prevent payment for such travel time. To countenance that in-

terpretation would be to read the quoted phrase out of the Rule. These plain and easily understood words are as meaningful as any other portion of the contract, and must be accorded their true worth.

Here, each of the claimants was allowed one hour preparatory time at the straight time rate, and subsequently was relieved from duty, and permitted to go to bed for 5 hours or more. Under Rule 26, there is no basis for the instant complaint. See Award 3800, National Railroad Adjustment Board, Second Division.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 21st day of October 1970.