

The Second Division consisted of the regular members and in addition Referee Abraham Weiss when award was rendered.

Parties to Dispute: ( System Federation No. 99, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Electrical Workers)  
(  
( Illinois Central Gulf Railroad Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement when they refused to pay Communication Workers Robert W. Walker and John R. Veal for service performed on their rest day, Sunday, November 10, 1974.
2. That, accordingly, the Carrier be ordered to pay Robert W. Walker and John R. Veal for the fourteen (14) hours service they performed on their rest day at the time and one-half rate of pay.

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 claim is for compensation for time spent traveling from Chicago on Sunday, the claimants' rest day, to a 5-day training session in Memphis, Tenn. for the purpose of learning to maintain Servo Hot Box Detectors. Claimants who are monthly rated Telephone Maintainers, were paid meals and lodging for their rest day, but not compensation for the travel time on such rest day. They were also paid a day's pay for each day of training.

The claimants traveled on the Sunday in question in a company car, which had been loaded prior to the end of their shift on the previous Friday with various training materials to be used at the training school. En route to Memphis, they picked up another employee at E. St. Louis, Ill., who was also attending the same classes. During the trip, they had a flat tire, which had to be repaired. The trip took about 14 hours.

The claimants are the two employees based in Chicago; the record does not show any claim was filed by the employee based in E. St. Louis.

The issues before this Board are: (1) whether traveling to attend instruction classes is "service" as contemplated by the rules cited below; and (2) whether the claimants performed service on their rest day when they transported training materials in the company car provided for their travel from Chicago to Memphis, where the training classes were held.

Carrier denied the claim on the basis that the claimants did no craft work that Sunday.

Petitioner cites the following rules as the basis for the claim of compensation at the time and one-half rate for this work:

"OVERTIME, REGULARLY ASSIGNED ROAD WORK, MONTHLY BASIS.

Rule 17. Employees regularly assigned to perform road work and paid on a monthly basis, shall have their work week reduced one day per week and the hours comprehended in their monthly rates reduced by 8 hours per week or  $3\frac{1}{3}$  hour per month.

The monthly rates payable to such employees shall be the rates in effect August 31, 1949, reduced by \$2.43 per month. The monthly salary is arrived at by dividing the total earnings of 2540 hours by 12; except as hereafter provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord. The straight time hourly rate of such monthly rated employees shall be determined by dividing the monthly rate by  $21\frac{1}{3}$  hours.

Such employees shall be assigned one regular rest day per week, Sunday, if possible. Overtime rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.

Where employees, prior to September 1, 1949 had a bulletined or assigned rest day, conditions applicable to such bulletined or assigned rest day shall hereafter apply to the sixth day of the work week and on holidays. Where employees, prior to September 1, 1949, did not have a bulletined or assigned rest day, ordinary maintenance or construction work not heretofore required on Sundays or holidays will not be required on the sixth day of the work week or on holidays.

"The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform work in connection with the work of their regular assignment.

Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

If it is found that this rule does not produce adequate compensation for certain of these positions, by reason of the occupant thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment."

"Rule 10.B. Service rendered by an employee on his assigned rest day, or days, will be paid for under applicable call rules."

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"OVERTIME"

"Rule 4. For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed."

"Rule 7. Men called back to work after leaving the company premises will be paid time and one-half for every hour worked,...."

"Rule 8. Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period, with a minimum of one (1) hour."

Petitioner also claimed that the Carrier violated Rule 12 EMERGENCY SERVICE - ROAD WORK FOR MEN EMPLOYED, which states, in part:

"Rule 12. Employees sent out on the line of road to fill vacancies or to perform any other work shall be allowed time as follows:

A. WHILE WORKING:

Straight time during regular working hours.

"Overtime during overtime working hours as provided by this schedule.

B. WHILE TRAVELING:

Straight time from time of scheduled departure of train at headquarters, to time of arrival at the point to which he is ordered.

If employed at a point other than headquarters, straight time from time of scheduled departure of train at point employed, to time of arrival at the point to which he is ordered...."

Claimants maintain that their regular assignment is to do work on the road, involving travel and pick-up and delivery of materials for the Carrier. The work done on that Sunday was regular work. The Telephone Maintainers bulletin requires applicants to have a license to operate a highway vehicle.

Both claimants assert they were "ordered" or "instructed" to attend the training sessions by their supervisors and that they were told to travel on Sunday. One of the claimants states that he was told by his supervisor that he would be paid overtime (Employee Exhibits M, N).

As to whether the employees were ordered or volunteered, the Electrical Workers' General Chairman wrote to the Carrier: "The employees obviously 'volunteered' rather than be insubordinate when they were instructed to attend classes...."

The Carrier's position is that training school attendance is not mandatory; that the claimants were offered training and accepted, and therefore have no claim to pay (citing Third Division Award 17791 (Quinn)). Further, the argument runs, compensation under the Agreement is due only for service which falls under the categories of work listed in the Classification of Work Rules for that craft. Travel does not constitute "service". The transport or training materials was incidental to the trip and does not constitute performing service. The employee-claimants performed no services in their craft for the Carrier on the Sunday in question. Rules 12 and 17, cited by Petitioner, are, therefore, not applicable, since they do not provide compensation for travel under any circumstances -- only for services rendered or if required to work. Rule 12 deals with emergency road work and is not applicable to employees traveling to and attending classes. Second Division Award No. 6264 (Shapiro) is cited in support.

The training materials transported were loaded and unloaded in the company car during working hours. Their transport cannot be construed as "service."

The carrier also stated that 20 employees have traveled to attend training classes, without filing claims.

Petitioner, Carrier, and Labor and Carrier members have cited numerous awards. The Referee has carefully examined the Awards referred to him but finds they are not applicable to the present case; they do not deal with the precise issue in the same context as before us in this instant case.

Absent specific provision or rule in the relevant Agreement, there is established precedent that attending classes does not constitute "work" or "service" as these terms are used in the rules invoked. Hence, they do not give rise to a valid claim for payment under the applicable rules of the Agreement. The principle or rationale underlying these Board decisions denying compensation is that attendance at training classes, and travel incident to such attendance, is primarily for the employees' benefit, to enable them to keep themselves qualified to perform the duties of their job.

There is no requirement in the Agreement between the parties that travel time is to be considered service or working time for purposes of compensation. Previous decisions by this Board have denied claims for compensation for attending classes, which attendance required travel to another city. See Second Division Award No. 6264 (Shapiro); Third Division No. 10073 (Webster), 11567 (Sempliner), 14181 (Dolnick), 14182 (Dolnick). In Award No. 36, Public Law Board No. 1790, the Board denied a claim for reimbursement for the expenses plus mileage incurred by the claimant traveling to and from the designated point set by the Carrier for a Book of Rules class.

It is true that in the case before us the claimants were required to travel a long distance, for a long period of time, on their rest day. But this is not determinative. (Third Division Award 1427 (Stone)). While it is also true that the carrier's auto used for such travel carried materials for use in the training classes, such transport was incidental to the travel to attend the training sessions.

This Board has strictly limited authority. We cannot make or amend a rule. Our function is to interpret the applicable Agreement provisions as they were drafted by the parties. We are bound by the terms and provisions of the Agreement before us.

In the absence of a specific rule, we must deny the claim.

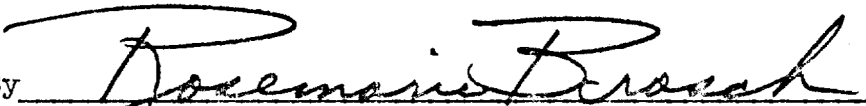
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of October, 1977.