

Award No. 1948

Docket No. 1829

2-SL-SF-EW-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Division Lineman R. L. Rider was improperly denied compensation for waiting and traveling on his rest day, Sunday, November 2, 1952, from 6:00 P. M. to 8:30 P. M. while engaged in clearing up wire trouble.
2. That accordingly the Carrier be ordered to additionally compensate the aforementioned Division Lineman from 6:00 P. M. to 8:30 P. M., Sunday, November 2, 1952 at the applicable rate of pay.

EMPLOYEES' STATEMENT OF FACTS: R. L. Rider (hereinafter referred to as the claimant) is employed by the carrier as a division lineman and paid on a monthly rate. Under the provisions of the agreement, the claimant is allowed one rest day per week, which is Sunday in the case of the claimant in this case.

After the tour of duty was completed for the week of October 26, 1952, the claimant tied up at Jasper, Alabama, his assigned headquarters. Since he was going to visit his sister over the week end at Booneville, Mississippi, he gave the wire chief in charge his sister's telephone number in the event he should be called for wire trouble. On Sunday, November 2, 1952, he was called and instructed to leave Jasper, Alabama, his assigned headquarters, for duty at Birmingham, Alabama. The claimant left Booneville, Mississippi by automobile at 9:05 A. M. on November 2, 1952, arriving at Jasper, Alabama at 11:30 A. M., at which time he rode his motor car to Birmingham, Alabama, and cleared his trouble, taking time out from 5:00 to 6:00 P. M. for dinner. He then returned to Jasper, Alabama on an Illinois Central train arriving at 8:30 P. M.

The claimant was paid overtime rate from time he left Jasper on his motor car until his return for the service he performed on his rest day, November 2, 1952. On February 20, 1953, the carrier deducted from his pay

does not, that rule clearly provides that time spent traveling and waiting shall be paid for at the straight time rate.

The carrier respectfully requests the Board to deny the claim.

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 is a monthly rated division lineman with Sunday as his assigned rest day and Jasper, Alabama, as his assigned headquarters. On such a day he was called for duty at Birmingham, Alabama, and traveled there by track motor. Correcting the trouble by 5:00 P. M., he took an hour off for dinner and departed for Jasper at 6:00 P. M. by train. He arrived at his headquarters at 8:30 P. M.

The claim pertains to the 2½ hour travel time consumed on his return to Jasper. The question is: Was this time compensable under the agreement between the parties?

The following excerpt from Rule 6 of the agreement would seem decisive in resolving the questions presented.

“Linemen employed as Division Linemen, * * * shall be paid a monthly rate to cover all services rendered, except:

These employes shall be assigned one regular rest day per week and for services performed on such rest day they shall be paid under rules applicable to hourly rated employes covered by this agreement; **this not to include travel and waiting time under Rule 7.**” (Emphasis supplied.)

The organization attempts to negate this seemingly clear expression of intent by reference to Rule 5 (n), reading:

“**Service rendered** by employes on their assigned rest days shall be paid for under 2nd paragraph of Rule 12.” (Emphasis supplied.)

The latter rule pertains to the rate of compensation and for minimum call pay. It is then urged that the said Rule 12 provides for payment for all **services rendered** on his rest day, and it is argued that the phrase “service rendered” includes work, waiting and travel.

Resort to shades of the meaning of words and phrases is sometimes necessary to determine intent. That the parties here were not dealing in any particular refinement of meaning of the words in question is demonstrated in the cited paragraph of Rule 12, where, concerned with the situation of relieved employes recalled “to work,” it is provided that they will be paid overtime, etc., for “any such services.” In this instance, at least, the parties considered work and services synonymous.

Inferences gathered from the several rules bear little weight in face of the express limitation contained in Rule 6 and the specific reference to Rule 7 which deals expressly and we believe, exclusively, with the subject of compensation during periods of required travel on rest days.

The rules involved in Awards 973, 1784 and 1785 do not contain the limitation present herein and are therefore not in point. In award 1674, travel time is expressly provided for. In Awards 873 and 874 the rule expressly provided for compensation from time called until return. In Awards 154, 828 and 829 waiting time is expressly provided for. Award 789 concerns expenses in changing headquarters and is not in point. Award 360 concerns a rule which by its terms draws a distinction between work, and waiting or traveling time and makes both compensable. Therefore none of the awards cited bear directly upon the instant dispute. The claimant was properly compensated upon the stated date.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1955.