Award No. 2120
Docket No. 1932
2-UP-EW-'56

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. 105 RAILWAY EMPLOYES' DEPARTMENT A. F. of L. (Electrical Workers)

UNION PACIFIC RAILROAD

DISPUTE: CLAIM OF EMPLOYES:

1. That under the current agreement Equipmentman R. D. Loch was unjustly dealt with when the Carrier declined to compensate him for service required of him on the holiday of July 5, 1954.

2. That accordingly the Carrier be ordered to compensate Equipmentman Loch for four hours at pro rata rate for this service performed on July 5, 1954.

EMPLOYES' STATEMENT OF FACTS: R. D. Loch, hereinafter referred to as the claimant, is employed as equipmentman with headquarters at Cheyenne, Wyoming. His duties are to install, repair, and maintain communication equipment on the First District of Union Pacific System. His tour of duty is monthly.

On July 1, 1954, while claimant was working at Kansas City he received orders from his supervisor, R. H. Brennaman, to report at Ogden, Utah at 8:01 A. M. Tuesday, July 6, for work at that point. A copy of this order is submitted as Exhibit A.

After finishing the job at Kansas City, claimant reported back to his headquarters for the week-end of Saturday, July 3, his standby day, and Sunday, July 4, his rest day.

Monday, July 5, 1954, was the day observed as being Independence Day, due to the fact that July 4, 1954, fell on Sunday. In order to comply with the order given him, claimant boarded train No. 23 at Cheyenne at 7:45 P. M., July 5, 1954, for Ogden. Claimant filed his tie-up at the telegraph office at Cheyenne, notifying his supervisors that he was boarding train No. 23. This tie-up is submitted as Exhibit B.

the company when away from home station, actual expenses will be allowed." (Emphasis added)

It is clear that the parties in that agreement recognized a definite distinction between "working" and "traveling", and the benefits of that provision were not made applicable to equipmentmen or other employes who are compensated on a monthly basis under Rule 6.

The contracting parties in the agreement of February 9, 1951, recognized a distinction between "travel" and "work", but agreed to allow compensation for "traveling" only to the particular employes, and under the particular circumstances designated. When, a little over two months later on April 17, 1951, these same parties revised Rule 6, the rule which controls the compensation of this claimant, they did not include a similar specific provision for "traveling", but continued to restrict allowances for additional compensation for such monthly salaried employes to cases where the employe was "required to work" on a holiday.

The fact that the parties specifically recognized the distinction between "working" and "traveling" in the agreement of February 9, 1951, and then, having recognized that distinction, agreed in revising Rule 6 that monthly salaried employes would be only entitled to additional compensation for holidays if required "to work", indicates conclusively that it was not the intent of the parties to allow any additional compensation to monthly salaried employes who merely "traveled" on a holiday.

Equipmentman Loch was not required "to work" on July 5, 1954, and, accordingly, the claim for an additional four hours at pro rata rate for that date is without merit.

The Claim should be 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.

Claimant is a Telegraph Department Equipmentman with headquarters at Cheyenne, Wyoming. While working at Kansas City, Missouri, on Friday, July 2, 1954, he was instructed to report for work at Ogden, Utah, at 8:00 A. M., Tuesday, July 6, 1954. He spent July 3, 4, and 5, at Cheyenne and left that point by train for Ogden on the evening of Monday, July 5, 1954, a holiday. He was required to travel from 7:45 P. M., July 5, 1954 to 7:30 A. M., July 6, 1954, in order to report on duty as directed. He claims four hours' additional pay in addition to his monthly rate under Rule 6, which in part states:

> "Employes paid under this rule who are required to work on holidays will be allowed compensation at pro rata rate with a minimum of two hours. If required to work in excess of two hours a maximum of four hours will be allowed."

Equipment men are monthly rated on the basis of 313 eight hour days per year and no overtime is allowed for time worked in excess of eight hours per day on the assigned days of the week. Sundays are rest days and work on such days is paid for under rest day rules. Work on holidays is paid for additionally as stated in the quoted portion of Rule 6. The question is whether traveling on a holiday is work within the meaning of the rule.

The result is controlled by Award 973 of this Division where it was said with reference to an employe under a similar rule:

> "Travel from place to place is an integral part of the work involved in this proceeding. Such travel is included in the service rendered on week days, and it must likewise be included in the service rendered on Sundays."

We agree with the foregoing that travel on claimant's position was a part of his work and was so considered. It is not traveling to and from work or portal to portal pay as those terms are ordinarily used. Since travel was a part of his work, claimant should be paid four hours at the pro rata rate for being required to travel more than two hours on a holiday.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May, 1956.