

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

Parties to Dispute: { International Brotherhood of Electrical Workers
{
{ Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the current agreement when Electrician Helpers Bruce Hodges and Louis J. Kinnon were unjustly denied payment of five (5) hours' wages each for time spent at the formal hearing on September 29, 1977.
2. That, accordingly, the Carrier be ordered to compensate the aforementioned Electrician Helpers in the amount of Thirty-eight dollars and fifteen cents (\$38.15) each.

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.

Electrician Helpers Bruce Hodges and Louis J. Kinnon, hereinafter referred to as the Claimants, were employed by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the Carrier, at the Carrier's Diesel House in Bensenville, Illinois.

On September 15, 1977, Terminal Manager E. P. Galiher addressed a letter to the Claimants informing them of a standard hearing and advising them to arrange to be present.

Subsequently, the standard hearing was held at the Carriage House, 2080 N. Mannheim, Northlake, Illinois, on September 29, 1977.

Testimony is offered that the contract is silent regarding payments in this specific charges. However, the fact remains that the carrier as stated above did direct their employes of this specific Carrier to report for the hearing. A review of past awards on the part of the Referee reveals either lack of applicability and/or decisions with the subject by other Carriers under different contracts.

In this specific case the contractual language of the Carrier and Union hold precedent over other contracts. The Carrier's position is clearly understood in the rebuttal. The Carrier has never compensated an employee who attended a hearing outside his bulletined hours to defend himself against charges made by the Carrier. The Carrier cites Award 2251, however, upon reading the award it is in the opinion of the Board not applicable to this case. The Carrier's position that this item remain a point for future negotiation is observed.

In the opinion of the Board, under Rule 9, stated as follows: "Employees relieved for the day, then called or required to return to work, will be granted five (5) hours' pay for three hours and twenty minutes' work or less and shall be required to do only such work as called for. Employees will be allowed time and one-half, on minute basis, for services performed continuously in advance of regular working period - the advance period to be not more than one hour." Return to work is interpreted to mean place of the employees the purpose of which involves company business. Had the Carrier not directed the two men to appear at their hearing, they would have been on rest time or free time to pursue their interests other than work. Therefore, Mr. Kinnon and Mr. Hodges were unjustly denied payment of five (5) hours wages each for time spent at the formal hearing on September 29, 1977. Therefore, the Carrier will compensate the aforementioned Electrical Helpers in the amount of \$38.15 each.

A W A R D

Claim sustained.

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 29th day of October, 1980.