

The Second Division consisted of the regular members and in addition Referee Elliott H. Goldstein when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Soo Line Railroad Company

Dispute: Claim of Employees:

1. That under the current agreement, the Soo Line Railroad Company is in violation of Rule 10 of the Shops Craft Agreement, when Carman J. Gruett, an assigned Shoreham Shops wrecker crew member, was denied continuous pay while in wrecking service on dates of July 16, 17, 18, 19, and 20, 1984 at Stanberry, Wisconsin.

2. That accordingly, the Soo Line Railroad Company be ordered to compensate Carman J. Gruett at time and one-half carmen's rate of pay for the hours deducted from his time sheet as follows:

July 16, 1 hour, 10:30 p.m. to 11:30 p.m.;
July 17, 2 1/2 hours, 9:00 p.m. to 11:30 p.m.;
July 18, 3 hours, 8:30 p.m. to 11:30 p.m.;
July 19, 2 1/2 hours, 9:00 p.m. to 11:30 p.m.
and July 20, 1984, 2 hours 9:30 p.m. to 11:30
p.m., a total of eleven (11) hours.

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 employes 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.

Claimant is an assigned Shoreham Shops wrecker member and has a permanent assigned position in the Transportation Yard working 11:30 P.M. to 7:30 A.M. From July 16 through July 20, 1984, Claimant worked with the assigned wrecking crew at a derailment near Stanberry, Wisconsin. Claimant was allowed rest from the time the wrecking crew tied up each evening until 7:30 A.M. the following morning. He was paid eight hours straight time for his

regularly assigned hours at home station because he could not work them, which the Carrier acknowledges is beyond what is called for under Rule 10(3) of the Agreement. Claimant was also paid time and one-half from 7:30 A.M. each day until the regular tie-up time of the wrecking crew each evening.

Claim was initiated on Claimant's behalf on August 22, 1984, alleging that he did not receive five hours rest between tie-ups of the wrecking crew and the start of his regularly assigned shift at his home station. The Organization contends Claimant is entitled to continuous time from the time the wrecking crew ties-up until the start of his regularly assigned hours at his home station.

We disagree. Carrier is not required to provide a rest period of five hours to coincide with the normal rest period given the employee when he is not working in emergency wrecking service. The pertinent contract language is clear and unambiguous in this regard. Rule 10, Paragraph 3 states:

"3. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours between the hours of 10:00 P.M. and 6:00 A.M., or during his normal rest period, if employed on other than first shift, such release will not be paid for, provided that, in no case, shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at the home station."

This language plainly states on its face that an employee is to be provided with a rest period of five or more hours either:

"(a) between the hours of 10:00 p.m. and 6:00 a.m. or
(b) during his normal rest period."

The language is in the disjunctive; Carrier is not required to do both. Claimant was compensated for a rest period between the hours of 10:00 p.m. and 6:00 a.m. He is not entitled to additional compensation.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 21st day of October 1987.