

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

Arthur M. Millard, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY
THE CHICAGO, ROCK ISLAND AND GULF RAILWAY COMPANY
(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM.—

"Claim of Section Foreman, V. J. Glazener, Jericho, Texas, for pay for six hours at rate of time and one-half in the amount of \$5.31; and E. R. Belcher, Yarnall, Texas, for pay for four hours at rate of time and one-half—\$3.54, in conformity with Rule 34 (c), on account of being called from their respective headquarters to the headquarters of the roadmaster at Amarillo, Texas, on Sunday, May 17, 1936, in connection with examination of Book of Rules."

STATEMENT OF FACTS.—The parties have jointly certified to the following facts:

"Section foremen V. J. Glazener, Jericho, Texas, and E. R. Belcher, Yarnall, Texas, were given instructions to report at Roadmaster's headquarters, Amarillo, Texas, Sunday, May 17, to be examined on the Book of Rules. These foremen are assigned to work 8 hours per day, 6 days per week. These men carry seniority date as follows:

"Mr. Glazener, May 5, 1919.

"Mr. Belcher, August 31, 1923.

"Being unable to return to their home stations until late in the evening, if going by train, these foremen used their automobiles going to Amarillo and back."

There is in evidence agreement between the parties effective January 1, 1936, as follows:

"RULE 34 (c)

"Travel and waiting time.—Employees, except as provided by Sections (a) and (b), who are required by the direction of the management to leave their home station, will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at home station will be paid for at the pro-rata rate.

"If during the time on the road a man is relieved from duty and is permitted to go to bed for five or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided by the railroad, actual necessary expenses will be allowed.

"Employes will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembling points, or for other personal reasons."

under rule 28, and foremen are not entitled to payment for taking examinations on Sunday, a day on which their gang is not required to work. They are compensated for such extra service required of supervisory officers in their monthly wage.

"The employees indicate they are relying on rule 34 (c) of the maintenance of way schedule to support their claim that Foremen Glazener and Belcher should be paid for going to Amarillo to take re-examination. Article 34 (c) is quoted in the joint statement of facts.

"That rule very plainly is intended to apply to men who are required by the management to leave their home point in connection with their duties, and has no relation to such a situation as is presented in this claim. Rule 34 (c)'s intent and application is quite clearly described in an interpretation following the rule in the schedule, which reads:

'Section (c) is intended to cover employees who may in an emergency be called out to perform the work on or off their regular assigned territory and held away from their home or regular boarding or outfit cars. This would apply particularly to men called out to wash-outs, burn-outs, wrecks, and emergency repair work on stock yards, coal chutes, water stations, bridges, etc.'

"As heretofore stated, it has not been the policy of this carrier to pay traveling time or make any allowance to foremen or other supervisory employees when taking re-examinations on rules on days or during time when they are not regularly assigned. When the circumstances are such that it can be done, examinations are often conducted during regular working hours, and under such conditions no deduction is made in the employees' regular pay.

"Re-examinations are necessary so that the carrier's officers may make sure that supervisory employees are keeping themselves qualified on the rules and instruction and to know that they do thoroughly understand their responsibilities under the rules.

"The claim of the employees in this instance can not be sustained under the contract nor practice in effect on this property, and should be declined."

OPINION OF BOARD.—Rule 34 (c) of the agreement between the employees and the carrier applies to work to which the employees are regularly assigned, and not to the special and infrequent requirements made by the carrier of employees working in a supervisory capacity and for the purposes indicated in this claim.

There is no doubt but that some inconvenience and sacrifice of time was occasioned the claimants by the requirements of the carrier and the examination of the employers to determine their familiarity with the Book of Rules and Regulations of the Operating Department; at the same time such examination was as much to the advantage of the employees as to the carrier, inasmuch as it constituted a means of certifying or re-certifying the employees to the requirements of the positions of responsibility they held with the carrier.

Under the circumstances outlined the Board submits that Schedule Rule 34 (c) does not apply to special services of the character performed by the petitioners.

FINDINGS.—The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934.

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the agreement between the parties has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: H. A. JOHNSON
Secretary

Dated at Chicago, Illinois, this 30th day of August, 1937.