

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30130
Docket No. SG-29145
94-3-89-3-585

The Third Division consisted of the regular members and in addition Referee Gil Vernon when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Chicago and Illinois Midland Railway
(Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and Illinois Midland Railway Company (CIM):

On behalf of H.L. Hansen, for payment of 1/2 hour pay at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 23, when it refused to pay him commencing when it first called him to perform overtime work outside of his assigned hours." Carrier File MP-BRSA-11. BRS File Case No. 7757-CIM.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

On the date in question, the Claimant was called to perform service outside his regular hours. He received the call at home at 11:00 PM and presented himself at the shop headquarters at 11:40 PM to pick up the truck and equipment necessary to make the emergency signal repairs.

The question before the Board is, essentially, what time does the Claimant's overtime clock start ticking--the time he received the call or the time he reported to the shop.

It is the position of the Organization that the Claimant was required to report when he took the call and, as such, is entitled to the 30 minutes in dispute pursuant to Rule 23 and past practice. It is its opinion past practice is relevant because, in its view, Rule 23 is ambiguous. The Carrier views Rule 23 as unambiguous providing for time to start at the time he reports to the shop. Thus, the past practice allegation is irrelevant, in its opinion.

Rule 23 states:

"Rule 23. Calls. Employees released from duty and notified or called to perform service outside of and not continuous with the regular established working hours will be paid a minimum allowance of two (2) hours and forty (40) minutes at the time and one-half rate; if held longer than two (2) hours and forty (40) minutes they will be paid at the time and one-half rate computed on the actual minute basis. The time of employees so notified or called will begin at the time required to report and end when released at the home station." (Emphasis added)

If there is any ambiguity in Rule 23 as to when time starts in these circumstances, it is fully resolved by referring to Rule 31. Rule 31 states:

"Rule 31. Travel Time. . . (d). . . Employees will not be allowed time while traveling in the exercise of seniority rights or between their home and designated assembling points or for other personal reasons." (Emphasis added)

This makes perfectly clear that time spent traveling from and to the shop is not compensable. It makes clear that the last sentence of Rule 23 means that time starts when required to report at the home station and ends when released at the home station. This is clearly implied in the language anyway. Rule 31 simply resolves any question. Plainly, receiving a call at home to come to work does not constitute "reporting."

In view of the foregoing, the claim is denied.

A W A R D

Claim denied.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin / lw
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 4th day of April 1994.