

NATIONAL MEDIATION BOARD

PUBLIC LAW BOARD NO. 5564

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES)
) Case No. 23
and)
) Award No. 17
NORTHEAST ILLINOIS REGIONAL COMMUTER)
RAILROAD CORPORATION)
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Martin H. Malin, Chairman & Neutral Member
R. C. Robinson, Employee Member
J. P. Finn, Carrier Member

Hearing Date: January 7, 2009

STATEMENT OF CLAIM:

- (1) The Carrier violated the Agreement when it required Messrs. G. Gallo, W. Marusiak, A. Scott, D. Gavina, R. Gavina, A. Lopez, L. Fallad, E. Gavina and S. Bruscato to attend a security awareness meeting and then refused to compensate them for travel time at their applicable time and one-half rates of pay on May 24, 2004 (System File C-24-04-220-02-M/08-27-501).
- (3) As a consequence of the violation referred to in Part (1), Claimants G. Gallo, W. Marusiak, A. Scott, D. Gavina, R. Gavina, A. Lopez, L. Fallad and E. Gavina shall each be allowed the difference between the three (3) hours they were compensated at the straight time rate and the time and one-half rate they are entitled and Claimant S. Bruscato shall be allowed the difference between the one and one-half (1.5) hours he was compensated at the straight time rate and the time and one-half rate he was entitled.

FINDINGS:

Public Law Board No. 5565 upon the whole record and all of the evidence, finds and holds that Employee and Carrier are employee and carrier within the meaning of the Railway Labor Act, as amended; and, that the Board has jurisdiction over the dispute herein; and, that the parties to the dispute were given due notice of the hearing thereon and did participate therein.

On May 24, 2004, Claimants' regularly assigned shift was 7:00 A.M. to 3:30 P.M. Carrier instructed Claimants to attend a security awareness training session at Carrier's main

office at 547 W. Jackson Boulevard in Chicago, beginning at 1:00 P.M. Claimants traveled to the main office, attended the training session and traveled back to their headquarters. Carrier compensated Claimants at their straight time rates of pay for the entire day, including their return travel. The Organization contends that, because their return travel occurred outside of their regular work hours, Claimants were entitled to be compensated at time and one-half for that part of the day. The Organization relies on Rule 22, which provides, in relevant part:

(a) The Carrier will provide employees with free transportation in traveling between their headquarters point and their work point, from work point to work point, between their headquarters point and another point, or from one point to another point. . . .

(b) Employees will be compensated for travel and waiting time at their straight-time rates during regularly assigned work hours and at the overtime rate during overtime hours.

Carrier argues that Claimants were entitled only to straight time pay because the training in question was in the mutual interest of Carrier and the Claimants. Consequently, in Carrier's view, attendance at the training session cannot be considered "work" or "service" performed outside of regular hours entitled to time and one-half pay.

We note that there is a division in the Awards concerning whether attendance at a training session which may also benefit the employee constitutes work or service and entitles the employee to time and one-half when the time at the training session exceeds the regular day's shift. *Compare* NRAB Third Division Award No. 12367 *with* NRAB Third Division Award No. 31950. However, the claim in the instant case does not focus on the time Claimants spent attending the training session as that was conducted during regularly assigned hours. At issue is Claimants' travel time returning from Carrier's downtown offices to their headquarters.


Rule 22 is not limited to travel between an employee's headquarters and the employee's work point. It expressly applies to travel between the employee's headquarters and "another point," and to travel from "one point to another point." Thus, whether, under Rule 22(b), Claimants are entitled to time and one-half pay for travel outside their regularly assigned hours does not depend on whether their attendance at the training session is characterized as "work" or "service." Under the plain meaning of Rule 22, Claimants were entitled to time and one-half because their travel took place outside their regularly assigned work hours. The travel rule applies regardless of whether the training program was for the Claimants' and Carrier's mutual interest or mutual benefit. *See* Public Law Board 4768, Award No. 23.

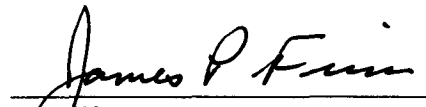
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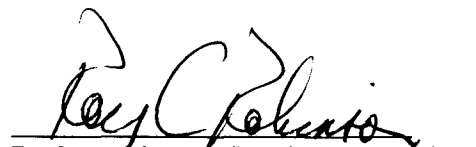
Claim sustained.

ORDER

The Board having determined that an award favorable to Claimant be issued, Carrier is ordered to implement the award within thirty days from the date two members affix their signatures hereto



Martin H. Malin, Chairman

J. P. Finn
Carrier Member

R. C. Robinson, Employee Member
Employee Member

Dated at Chicago, Illinois, March 31, 2009