

Award No. 1035
Docket No. 956
2-SP(Tex&La)-CM-'44

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 162, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA
(TEXAS AND NEW ORLEANS RAILROAD COMPANY)

DISPUTE: CLAIM OF EMPLOYES: That the carrier unjustly dealt with the Carmen's Local Chairman J. C. Wells and Car Inspector O. O. Derrick, in denying them pay for their regular working hours on June 15, 16 and 17, 1943.

That the carrier be ordered to allow Local Chairman Wells and Car Inspector Derrick pay from 8:00 A. M. to 4:00 P. M., their regular hours, on June 15, 16 and 17, 1943.

EMPLOYEES' STATEMENT OF FACTS: Messrs. J. C. Wells and O. O. Derrick are regularly employed by the carrier as car inspectors in its Houston, Texas, Englewood Yard, on the 8:00 A. M. to 4:00 P. M. shift. Car Inspector Wells is also local chairman of the carmen's committee.

On June 10, 1943, the carrier initiated charges against Car Inspector Derrick and summoned him to appear at the office of the superintendent at 9:00 A. M. June 14, 1943. Thereupon, joint arrangements were made between the local management and Local Chairman Wells to conduct the business pertaining to the charges initiated against Car Inspector Derrick to start at 4:00 P. M., June 14, which was continued through the regular working hours of these employees on June 15, 16, and to 2:30 P. M., June 17, 1943.

Local Chairman Wells and Car Inspector Derrick resumed their regular hours of work on June 18, 1943.

On July 10, 1943, 23 days after the close of these business sessions involving both the local management and the carmen, Car Inspector Derrick was summoned to the office of the superintendent and the complaint against him was considered closed, in that no discipline whatever was imposed upon him by the superintendent, either without or within the provisions of the agreement.

Claims for three days' shortage in pay of Local Chairman Wells and Car Inspector Derrick have been properly advanced and payment of which have been declined by the carrier.

The controlling agreement is dated effective March 1, 1943.

Wherefore, premises considered, the Carrier respectfully requests that the claim made in this case be in all things denied.

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.

The parties to said dispute were given due notice of hearing thereon.

Mr. Derrick was never, during the time involved in this claim, dismissed, suspended or held out of the service. He attended the investigation at the direction of the carrier. He should be compensated as requested.

Rule 32 of the agreement clearly contemplates that in controversies between employees and the carrier the employe should be represented by the local committee or their representative. The rule further provides that such representation should be without loss of time to the committeemen. Carmen's local chairman, J. C. Wells, should be compensated as requested.

AWARD

Claim of Derrick sustained; Claim of Wells sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 13th day of November, 1944.