

Award No. 1956
Docket No. 1787
2-B&M-CM-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee J. Glenn Donaldson when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the current agreement Car Inspector Alfred Goscinak was unjustly dealt with when the Carrier declined to compensate him for performing service outside of his regular bulletined hours on May 5th, 7th, 8th, 1953 and thereafter.

2. That accordingly the Carrier be ordered to additionally compensate Alfred Goscinak in the amount of a minimum of one hour at straight time rate for all service performed by him outside of his regular bulletined hours on May 5th, 7th, 8th, 1953 and thereafter when required to perform service for 40 minutes or less.

EMPLOYEES' STATEMENT OF FACTS: Car Inspector Goscinak (hereinafter referred to as the claimant) is employed as such by the carrier with bulletined hours of 10:00 P. M. to 6:00 A. M.

This claimant on reporting for work at 10:00 P. M. was required to punch in on the time clock at the so called cement building on the outside of Yard 9, where there is maintained a time clock, lockers, tools, toilets, and foremen's office. This is the headquarters for the car inspectors who work out of this building into the yards. After punching the clock the claimant received orders, if any, from the foreman and then proceeds to Yard 8. In order to get to Yard 8, he has to walk around cars on various tracks in Yard 9; also, at times wait for moving cars from the hump, or to the hump to pass; he then crosses the high line (main line tracks) and arrives at the hump end and on the edge of Yard 8 where he has to meet the same conditions as in Yard 9 in order to arrive at a shanty which is used for eating, obtaining information, making out reports, etc. From here he proceeds to cover his regular assignments and do any other work required of him as a car inspector.

At 6:00 A. M. or later, whether the claimant was relieved by another man or required to stop work wherever he might be in Yard 8, he then had to make out his reports, return all tools, lights, etc., to his original starting point; turn in his reports to the foreman's office and give the foreman any information required of him, but was not allowed to punch the time clock out. In doing this he had to meet the same conditions as on reporting to work.

bers of the organization represented by the petitioner notified the carrier that it was without authority to do so. It should be understood that it is the carrier's prerogative to either have a man punch a clock or not punch a clock. This immediately eliminated the excessive and numerous cases of irregular overtime of one hour due to the fact that the men had previously been arriving at the time clock and punching out three or four minutes after their regular quitting time in order to get an additional one hour's pay at the mechanic's rate.

For your Honorable Board's information, the petitioner was offered a solution to the problem at hand. The carrier offered the carmen's organization the option of agreeing upon a reasonable walking time arbitrary in order to correct the situation. **This was refused by the carmen's organization.**

Please take note the carrier still is willing to settle this dispute by agreeing to a reasonable walking arbitrary, and feels that if this case was remanded accordingly that all concerned would be satisfied and benefit therefrom. This should convince your Honorable Board of the carrier's good faith and sincerity in seeking a harmonious settlement of this case in fairness to all.

The petitioner feels that the men should be permitted to indefinitely continue to punch the time clock, the primary reason for doing so being to acquire the timely overtime. It most certainly is not reasonable for the carrier to be compelled to abide by the demands of the petitioner as claimed in this case.

As the claimant was not mistreated, not underpaid, paid for all work properly performed, rules support the carrier's action, the claim is unreasonable and should be disallowed account claim is not supported by any rules of the agreement.

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.

The issues in this submission are similar to those involved in Docket 1786, subject of Award No. 1955, and Findings entered therein are adopted herein by reference.

AWARD

Claim sustained as to stated dates.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June, 1955.