

Award No. 4383

Docket No. 4249

2-GN-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee P. M. Williams when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the current agreement was violated when the Carrier failed to compensate Carmen Floyd Watkins and Lester Cannon for time waiting to return to home point on January 24, 1961.
2. That accordingly, the Carrier be ordered to compensate Carmen Watkins and Cannon for fifteen and one-half (15½) hours for January 24 & 25, 1961 each at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the carrier, employs Carmen Floyd Watkins and Lester Cannon, hereinafter referred to as the claimants, at Sioux City, Iowa with assigned hours of duty from 8 A. M. to 4:30 P. M. — thirty minutes for lunch.

On January 24, 1961, claimants were instructed by their supervisors to proceed by company highway truck to Garretson, South Dakota to repair WFEX 71291, and upon completion of such work assignment that if time did not permit their return to home point at Sioux City by their quitting time, they were to tie up until 8 A. M. the following morning and return to Sioux City during the hours of their assignment at home point.

The duty assigned to be performed at Garretson was completed at approximately 4 P. M. In conformity with instructions of their foreman, claimants tied up at 4:30 P. M., remaining thereat over night until 8 A. M. January 25, 1961 to begin their return to Sioux City.

Carrier has refused to compensate the claimants for the time spent in waiting at Garretson from 4:30 P. M. January 24, 1961 to 8 A. M. January 25, 1961, a period of fifteen and one-half (15½) hours.

5. The claimants were tied up for overnight rest periods under Rule 22(b) in conformance with the carrier's responsibility and duty to operate its business in a safe, efficient and economical manner.

6. The organization's contentions that rest periods must be given before freight car repairs are completed and then only in the employee's own discretion without any regard for the safety and economy of operations, are obviously illogical, absurd and wholly unsupported by any language in the agreement.

7. The carrier's interpretation of Rules 22(a) and 22(b) is supported by past practice, and the failure of the organization to appeal the decisions of the carrier which rejected previous attempts by this organization to change the application of those rules.

8. Award No. 1637 of this Board, involving rules, facts and issues directly in point, supports the carrier's position and should be followed in this case.

For the foregoing reasons, the carrier respectfully requests that the claims of the employees be 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 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 were given due notice of hearing thereon.

Except for the claimants, the location and the dates involved the facts herein are identical to the facts of Award 4382. The parties agree that the same award is called for in both, consequently for the reasons given in Award 4382 the claims should be denied.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 5th day of February, 1964.

DISSENT OF LABOR MEMBERS TO AWARD 4383

As in our dissent to Award 4382 we believe that claimants should not be penalized for complying with instructions issued by the carrier for the sole purpose of evading paying the claimants for traveling time. In the present case

the claimants finished the emergency road work, for which they had been called at Garretson, thirty minutes before their regular quitting time at their home station, but the carrier, in order to avoid paying the rate for traveling prescribed in Rule 22 (a),

“... an employe ... when called for emergency road work ... will be paid for all time from time ordered to leave home station until his return as follows: for all time ... traveling, straight time rate during home point working hours, time and one-half during home point overtime hours. . .”

instructed the claimants to tie up at Garretson for 15½ hours in order to bring them within the exception in Rule 22(b)

“If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief will not be paid for . . .”

The carrier's evasion of applicable Rule 22(a) not only deprived claimants of pay to which they were entitled but needlessly kept them from working their regular daily hours at home station on December 1.

C. E. Bagwell

T. E. Losey

E. J. McDermott

R. E. Stenzinger

James B. Zink