

Award No. 4723
Docket No. 4639
2-B&M-SM-'65

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I.-O. (Sheet Metal Workers)

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: 1. That the Carrier violated the current agreement, particularly Rule 4 (f) (2) by failing to compensate Sheet Metal Workers George Harrison and John Daileanes, Billerica Shop Maintenance Crew, at the double time rate of pay for their services rendered during the entire eight (8) hours of their regular shift on November 6, 1962.

2. That accordingly, Carrier be ordered to compensate the aforementioned employees the difference between pay received at their pro rata rate and what they should have received at their double time rate.

EMPLOYEES' STATEMENT OF FACTS: The Boston and Maine Railroad, hereinafter referred to as the carrier, employs at Billerica Shops, two crews of sheet metal workers. One crew is employed on locomotive maintenance work in the shop while the other crew maintains the existing facilities in the shops and in other buildings in the area. Such facilities which are the responsibility of the sheet metal workers' maintenance crew.

On Monday, November 5, 1962, at 10:30 P.M., the carrier called out Sheet Metal Workers George Harrison of the shop maintenance crew and John Daileanes of the locomotive maintenance crew, hereinafter referred to as claimants, to make repairs to a broken 8 inch cast iron water main. This broken water main was just outside of the so-called Johns-Mansville Building, located in these shop yards. This water main supplies the water for the fire protection system in this building, and therefore, an emergency situation existed.

Both Claimant Daileanes and Claimant Harrison lived at Lowell, Massachusetts only a few miles away. Another sheet metal worker, Nicholas David, who is also a member of the shop maintenance crew, lived at Concord, N. H., 62 miles from the work location at Billerica shop. On this account, the carrier, instead of calling David who would not have been able to get to the scene promptly, had called Mr. Daileanes who normally works as a member of the locomotive maintenance shop crew.

Both Claimants Harrison and Daileanes worked continuously through the night from 10:30 A.M., November 5, until the next day Tuesday, November 6.

which work is work generally performed by claimant Harrison during his regular working hours. The remaining work was not emergency work, it was simply cleaning up. Thus, straight time rates only are payable.

Therefore, when Claimant Harrison elected to continue to work during the period in question, he did so in the exercise of his rights as the owner of a regular position. Thus, straight time rates are consistent with the interpretation of the Rule, *supra*. Rule 4(f) (6) reads:

"(6) This rule 4(f) applies only to service at an employee's headquarters and the punitive rates are not applicable where the service rendered is a result of the exercise of seniority."

Claim is totally without merit and should be denied in its entirety.

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.

The Carrier contends that, to sustain the claim, the claimants must have been required to work continuously on the subject work, and the work performed must have been emergency work. The language of the rule is "required to continue in service after the expiration of said twenty four (24) hour period", so that contention is not valid.

The claimants were required to continue in service since they were instructed to work and were not offered an option to be relieved and the rule is not limited to emergency work, so the claim will be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 19th day of May, 1965.