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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6407
Docket No. 6248
2-CofG-CM-'72

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

Parties to Dispute: (System Federation No. 21, Railway Employees'
(Department, A. F. of L. - C. I. C.
((Carmen)
(
(Central of Georgia Railroad Company

Dispute: Claim of Employees:

1. That under the current Agreement Carman E. E. Calhoun of Columbus, Georgia, was wrongly paid from 10:30 P.M. Wednesday, August 26, 1970 until 9:30 P.M. Thursday, August 27, 1970.
2. That accordingly, the Carrier be ordered to pay Carman Calhoun double time from 10:30 P.M., August 26, 1970, until 8:00 A.M., August 27, 1970. Difference between straight time and double time from 8:00 A.M., until 4:00 P.M., August 27, 1970, and Difference between overtime and double time from 4:00 P.M. until 9:30 P.M., August 27, 1970. Plus six (6%) per cent interest per annum commencing with date of this claim, October 21, 1970.

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 employees 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.

Parties to said dispute were given due notice of hearing thereon.

Claimant alleges that the Carrier left a small portion of work at a derailment undone and relieved the crew in order to avoid the payment of double time. Rule 10 states:

"An employe regularly assigned at a shop, engine house, repair track, or inspection point, when called for emergency road service away from such shop, engine house, repair track or inspection point, will be paid from the time called to leave home station, until his return for all service rendered in accordance with the practice at home station, and will be paid straight time rate for overtime hours for all time waiting or traveling.

If during the time on the road, not including waiting or traveling periods, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relieved periods will not be paid for; provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

Wrecking service employees will be paid in accordance with this rule."

Petitioner claims that there was less than one hour's work left to make the cars ready for transporting to home point when the crew was relieved and that therefore the crew should be construed to be on waiting time and hence exempt from the provisions of Rule 10 (second paragraph), that is, the claimant should be paid on a continuing basis.

The record indicates that Claimant and other members of the crew returned to work at 8:00 A.M. on August 27th after the relief period, and worked for more than three hours on the wrecked cars. Subsequently, after some difficulty and a waiting period, they were returned to their home base at 9:30 P.M. that night. The facts do not support the contention that there was only a small amount of work left at the scene of the derailment at the time that the crew was relieved.

In Second Division Award No. 4963 we said "The Carrier has the right to schedule its work in the interest of economy and efficiency except as prevented or limited by statute or agreement". In this case we find that the Carrier exercised its normal prerogatives in determining how much work was to be done and when it was to be done; it also met its concomitant responsibility in compensating its employees in accordance with the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:

E. A. Killam
Executive Secretary

Dated at Chicago, Illinois, this 21st day of November, 1972.