

Parties to Dispute: (Brotherhood Railway Carmen of the United States
and Canada
(
(Louisville and Nashville Railroad Company

1. That Carman Committeemen M. T. Robinson was improperly removed from the Louisville and Nashville Railroad Companys payroll, "docked", while attending a conference with Local Management on December 27, 1978, for a period of two (2) hours.
2. Accordingly, the Louisville and Nashville Railroad Company should be ordered to compensate Carman M. T. Robinson that which he was "docked" on December 27, 1978, or two (2) hours at the straight time rate.

32(b). All conferences between local officials and local committees will be held during regular working hours without loss of time to committeemen or employes represented."

'RULE 36

Committees

36. The Company will not discriminate against any committeemen who are delegated to represent other employes and will grant them leave of absence and free transportation subject to the provisions of Rule 44."

The identical issue involving the same Organization and Carrier was the subject of Award No. 9017 (Vernon) adopted by the Board on April 14, 1982. We see no reason to deviate from that Award in this instance. The reasoning and rationale used to sustain the claim in Second Division Award No. 9017 apply equally as well to this case.

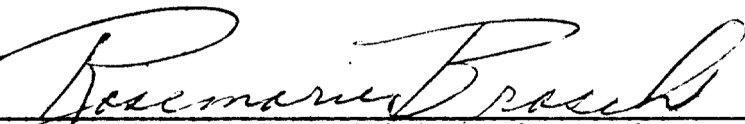
A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 16th day of June, 1982.

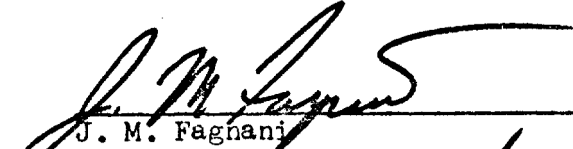
DISSENT OF CARRIER MEMBERS
TO
AWARD 9135, DOCKET 9030
(Referee Dennis)

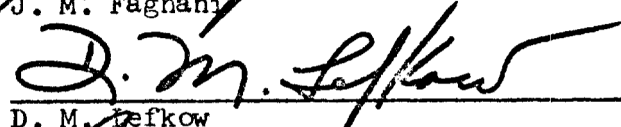
The Majority's statement that the instant dispute involved an identical issue as decided in Award No. 9017 (Vernon) is incorrect and their reliance on such Award was misplaced.

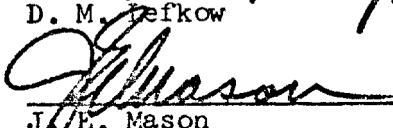
The dispute in Award No. 9017 concerned claims progressed on behalf of members of the local committee for attending an investigation regarding a constituent. The Board in Award No. 9017 sustains the claims on the basis of an asserted past practice of longstanding. On the other hand, the circumstances in the present case involved a situation wherein the Local Chairman requested a meeting with the Car Shop Manager to discuss a complaint regarding another employee. The Claimant, a member of the local committee, was asked to attend the meeting by the Local Chairman, however, he was advised by the Carrier that he would not be compensated for such attendance. The factual situation in the instant case was more comparable to the situation under consideration in Award No. 9018 (Vernon) wherein the Board denied a claim, on this property, made in behalf of members of the local committee who attended a meeting to discuss vacationing scheduling. As in Award No. 9018, the meeting held in the case at bar was not for the purpose of discussing claims and grievances as such terms are used in Rule 32(a) of the Agreement.

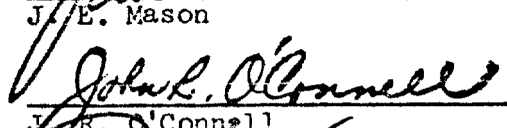
The Majority in this case incorrectly chose to follow Award No. 9017 instead of Award No. 9018 which was more on point to the present dispute.

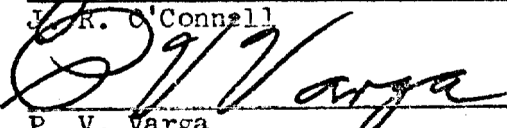
Hence, we dissent:


J. M. Faghani


D. M. Lefkowitz


J. E. Mason


John L. O'Connell


P. V. Varga