

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. That the Chicago & North Western Transportation Company violated the current controlling agreement when Upholsterers B. S. Brown, B. McCaleb, V. L. Harper, G. Rodgers,; Welder G. Hall; Carpenters J. Fields, L. J. Johnson, B. Williamson, A. Perkins, M. Stinson, V. Scuefield, and Painters D. McCoy and E. Sanchez were unjustly detained on company property after their normal working hours without being compensated for overtime in August 24, 1982.

2. That the Chicago & North Western Transportation Company be ordered to compensate the above named thirteen (13) employees one hour overtime pay each in accordance with Rule 6 and 7, which are controlling.

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 employes 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 waived right to appearance at hearing thereon.

This Claim on behalf of thirteen Claimants who are in the employ of the Carrier is based upon their being denied permission to leave the Carrier's property until their cars were searched. This process took approximately fifteen total minutes for the thirteen employees. As a result, all thirteen submitted time slips for one hour's pay each, which the Carrier has refused to pay. The Organization asserts the Carrier required the Claimants to remain on the property after their assigned hours. It contends that even if not all were required to stay fifteen minutes, the Controlling Agreement requires a minimum of one hour's pay even if they remained on the property one minute. The Carrier denied the Claim because it asserted the Claimants were not required to perform service. Rule 6 and 7 are set forth hereinbelow:

"Rule 6: (a) All overtime continuous with regular bulletined hours will be paid at rate and one-half until relieved; except as may be provided in rules hereinafter set out . . .

Rule 7: For continuous service after regular working hours, employees will be paid rate and one-half on the actual minute basis with a minimum of one hour for any such service performed . . ."

The uncontroverted evidence established a Special Agent of the Carrier searched the Claimant's cars. The reason advanced by the Carrier for necessitating the search was a "rash of thefts from the Carrier's facility at California Avenue . . .". This action was not inadvertent or a mistake. See Award 9715. The fact is that without any alleged suspicion linking the Claimants to such thefts, they were involuntarily detained from leaving work. The service performed was remaining on the Carrier's property beyond their bulletined hours at the convenience of the Carrier. The evidence indicates this was no more than a routine, preventative check without any claim of probable cause.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Nevers - Executive Secretary

Dated at Chicago, Illinois, this 16th day of April 1986.