

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION No. 99, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (MACHINISTS)**

**ILLINOIS CENTRAL RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That the employes named below are each entitled to be additionally compensated at their straight time rate for the hours specified after their names, by virtue of having been in service at the end of the week on each date identified in the period between January 22 and June 4, 1945—

- 1—Arthur L. Tragnitz, machinist, Saturday, January 27; Saturday, February 3, 10 and 17; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26, and Saturday, June 2, 1945, a total of 19 hours at the rate of \$.79 per hour.
- 2—P. W. Johnson, machinist, Saturday, January 27; Saturday, February 3, 10, 17 and 24; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26; and Saturday, June 2, 1945, a total of 19 hours at the rate of \$1.04 per hour.
- 3—Paul Tribbett, machinist, Saturday, January 27; Saturday, February 3, 10, 17 and 24; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26; and Saturday, June 2, 1945, a total of 19 hours at the rate of \$1.04 per hour.
- 4—Leo C. Kilcoyne, machinist, Saturday, January 27; Saturday, February 3, 10, 17 and 24; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26; and Saturday, June 2, 1945, a total of 19 hours at the rate of \$1.04 per hour.
- 5—Nandor J. Zsetenyi, machinist helper, Saturday, January 27; Saturday, February 3, 10, 17 and 24; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26; and June 2, 1945, a total of 19 hours at the rate of \$.79 per hour.
- 6—John Buckley, machinist helper, Saturday, January 27; Saturday, February 3, 10, 17 and 24; Saturday, March 3, 10, 17, 24 and 31; Saturday, April 7, 14, 21 and 28; Saturday, May 5, 12, 19 and 26; and Saturday, June 2, 1945, a total of 19 hours at the rate of \$.79 per hour.

and that the carrier be accordingly ordered to make the said adjustments.

**EMPLOYEES' STATEMENT OF FACTS:** The employes listed above, hereinafter referred to as the claimants, were regularly employed by the carrier during the period of January 22 to June 4, 1945, at the Markham shop, Chicago, Illinois.

Evidentiary of the fact the employes are and have been aware of the practice is the following quoted from General Chairman Hunter's letter of May 19, 1945:

"The basis for your position is that it is past practice and that employes who might be late were not docked. The Supervisors may use their own discretion as to whether they dock an employe reporting late and we would not intercede in this matter. We agree it is past practice and are making no claims prior to the dates of making grievances as pointed out in my letter of January 22, 1945, and March 19, 1945."

The carrier maintains that the complained of interpretation has been established as controlling by long practice which has been acknowledged by the employes and that, therefore, there is no dispute that this Board may decide.

**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 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.

The parties to said dispute waived right of appearance at hearing thereon.

Rule 57 is unambiguous and provides for the payment of the so-called "grace hour" when employes are required to check in and out on their own time.

The fact that there had been exceptions made as to the application of this rule does not change its meaning.

There is a question of fact as to the employes mentioned in the dispute having been required to check in and out on their own time, which should have been resolved on the property.

#### AWARD

Claim sustained in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 11th day of December, 1946.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

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**INTERPRETATION NO. 1 TO AWARD NO. 1170, DOCKET 1096**

**NAME OF ORGANIZATION:** System Federation No. 99, Railway Employees' Department, A. F. of L. (Machinists)

**NAME OF CARRIER:** Illinois Central Railroad Company

Upon the application of a representative of the employees involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

**QUESTION FOR INTERPRETATION:** Was it the intent of the Findings in Docket 1096 (Award No. 1170), reading:

"There is a question of fact as to the employees mentioned in the dispute having been required to check in and out on their own time, which should have been resolved on the property."

and the Award, reading:

"Claim sustained in accordance with the above findings."

identified as Award No. 1170, to have parties resolve the facts through a jointly conducted investigation, if necessary, in order to settle the dispute on the basis of the facts developed?

(The Division has discovered that there was an error made in transcribing a paragraph of our findings in the Advance copy sent out. That part of the last paragraph of the findings reading: "\* \* \* which should have been resolved on the property." should have read: "\* \* \* which should be resolved on the property." This correction is here and now made.)

As stated in the findings, there was a question of fact, not developed in the submission, to the point where the Division could reach a definite decision, resulting in our finding that these facts "should be developed on the property," (as herein corrected).

We, therefore, interpret this award to mean that the facts above referred to be resolved (jointly if necessary) on the property and settlement made in accordance with the developed facts.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Second Division

**ATTEST: J. L. Mindling**  
Secretary

Dated at Chicago, Illinois, this 12th day of May, 1947.