

Award No. 4183
Docket No. 4076
2-CRI&P-CM-'63

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That in violation of the current agreement the position of Car Inspector at the Rock Island Elevator and Freight House, Armourdale, Kansas, has a different starting and quitting time than the balance of the inspection force on that shift.

2. That accordingly, the Carrier be ordered to:

A. Establish starting and quitting time for this position to conform with the balance of the 1st shift inspection force;

B. Additionally compensate Car Inspectors R. E. Lane, W. L. Trieb and H. M. Piersee one (1) hour each day at the straight time rate and one (1) hour each day at the time and one-half rate for each day worked with a starting and quitting time in violation of the current agreement.

EMPLOYES' STATEMENT OF FACTS: The Chicago, Rock Island & Pacific Railroad Company hereinafter referred to as the carrier maintains at Armourdale, Kansas a one shift repair track force and a three shift train yard force consisting of approximately 100 carmen. The repair track forces work 8:00 A. M. to 12 Noon—12:30 P. M. to 4:30 P. M. The 1st shift train yard forces works 7:00 A. M. to 3:00 P. M. with the two other shifts immediately following the preceding shift.

In 1959 the starting and quitting time of all the train yard forces was changed, with the exception of the car inspector working at the Rock Island elevator and freight house, from 8:00 A. M. to 4:00 P. M. to 7:00 A. M. to 3:00 P. M. for the 1st shift, with the other two shifts immediately following the preceding shift.

However, the organization's basis for the one hour pro rata is "for time between 7:00 A. M. and 8:00 A. M. which this Inspector should have been allowed to work." Although the carrier does not agree the carrier does understand the basis on which the claim is made.

The organization's basis for the one hour at time and one-half is "for time this Car Inspector was required to work after the regular quitting time of the rest of the train yard force." It must be remembered "for time this Car Inspector was required to work after the regular quitting time" he has already been paid one hour pro rata—so any basis for a claim would have to be at most a claim for one hour at the time and one-half rate less one hour at pro rata already allowed. In other words, the carrier feels the maximum amount payable if the claim should somehow be sustained would be 8 hours at pro-rata rate, plus one hour at time and one-half rate, less 8 hours at pro-rata rate allowed.

Perhaps the table shown below setting forth what the claimants have been paid per hour on the claim dates will better illustrate what we mean:

"Organization Contends Should Have Worked:	Did Work:
7 am	8 am paid 1 hour
8 am paid 1 hour	9 am " " "
9 am " " "	10 am " " "
10 am " " "	11 am " " "
11 am " " "	12 N " " "
12 N " " "	1 pm " " "
1 pm " " "	2 pm " " "
2 pm " " "	3 pm " " "
3 pm " " "	4 pm " " "

From this table it can be quickly seen that under the claim as set up by the Organization, the claimants could not be entitled to more than half-time for the hour worked from 3:00 P. M. to 4:00 P. M. as they have already been paid a pro-rata hour. The Carrier does not believe the Board will get this far, but should somehow a sustaining award be arrived at—the Carrier's contentions here, which are correct, should be applied."

The foregoing correctly represents the position of the carrier in this dispute and when viewed in the light of the facts certainly dictates a denial award.

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.

Parties to said dispute waived right of appearance at hearing thereon.

The Organization claims that the position of Car Inspector at the Rock Island Elevator and Freight House, Armourdale, Kansas has a different starting and quitting time than the other inspection force on the first shift at Armourdale, in violation of the controlling agreement.

The undisputed fact is that this position has been worked from 8:00 A. M. to 4:00 P. M. while the first shift of the train yard force was changed in 1959 from these same hours to 7:00 A. M. to 3:00 P. M.

The first paragraph of Rule 5 of the controlling agreement reads as follows:

“The time established for commencing and quitting work for all men on each shift shall be the same at the respective point in the Motive Power or Car Departments, except the shops, roundhouses, Rocket passenger maintenance terminals, repair tracks and train yard forces may have separate starting times within the limits specified.”

The question to be determined is:

“Is this position a part of the train yard force at Armourdale, and has there been a violation of Rule 5 because of the difference in the commencement and quitting times existing since 1959?”

There is no dispute over the fact that work in the train yard and work at the Elevator-Freight House is all carmen's work. The carrier contends that there is no interrelationship between the two and therefore the position at the Elevator-Freight house is not a part of the train yard force.

The Organization contends that the work at the Elevator-Freight house is work of the train yard force and should have the same starting and quitting time.

Under the record before us we find that this position is a part of the train yard force and the claim must be sustained.

AWARD

Claim Sustained. Carrier is ordered to establish the same commencement and quitting time for this position as that of the first shift of the train yard force.

Further, claimants Trieb, Piersee and Lane are to be compensated an additional half time for the hours 3:00 to 4:00 P. M. for the days worked.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of April, 1963.