

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

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

Dispute: Claim of Employees:

1. That the Carrier violated the controlling Agreement when the regular assigned groundmen members of the Wrecking Crew were not allowed to accompany the Wrecking Outfit and was not paid the same amount of time that was paid the Derrick Engineer and Foreman who did accompany the Outfit on May 5, 1972 and June 1, 1972.
2. That accordingly the Carrier be ordered to compensate Carmen H. W. Lysterly, W. P. Ellum, C. M. Hopkins, R. B. Williams and F. H. Moore for four and one half (4 1/2) hours pay each for May 5, 1972 and three and one fourth (3 1/4) hours each for June 1, 1972 at the rate of time and one half, the difference between the time they were paid and what the Derrick Engineer and Foreman were paid.

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 claim alleges that Carrier violated the controlling Agreement when the regularly assigned groundmen members of the wrecking crew were not allowed to accompany the wrecking outfit and were not allowed pay for the same amount of time that was allowed the derrick engineer and foreman who did accompany the outfit on May 5, 1972, and June 1, 1972.

The claimants were assigned on first shift repair track at their home station, Spencer, North Carolina, and were also regular members of the wrecking crew. On May 5, 1972, the regular members of the wrecking crew were called for a derailment at Winston-Salem, N.C., some 40 miles from Spencer. When the derailment was cleared, the claimants were, on instructions, returned to Spencer in shop truck. The claimants arrived at their home station (Spencer) at 5:45 P.M. The wrecking derrick, with the engineer and foreman, arrived at Spencer at 10:10 P.M. and the engineer went off duty at 10:15 P.M.

The situation on June 1, 1972, was comparable to the one on May 5, 1972, with the claimants arriving at their home station of Spencer at 7:15 P.M., and the derrick engineer returning to Spencer with the derrick and going off duty at 10:30 P.M.

In each instance the Carrier contended in the handling on the property and before the Board that the claimants, when arriving at their home station of Spencer had the option of remaining on duty and working on the repair track until the derrick arrived at Spencer, or of going off duty; that the claimants elected to go off duty upon arrival at Spencer and their pay was stopped at that time. This is not seriously disputed by the Organization.

Both parties cite prior Award 3651 involving the same parties. We have carefully reviewed that Award and find it not to be dispositive of the issue here involved. The dispute there had its origin in the Carrier discontinuing the use of dining and bunk cars as part of wrecking outfits, and involved only the question of members of wrecking crews physically accompanying wrecking derricks. Neither the right to perform wrecking service nor the amount of time on duty was involved in that Award.

So far as the claimants in the present docket are concerned, there appears to be no dispute that they elected to go off duty upon arrival at their home station of Spencer. This being the case, there is no basis for awarding pay beyond the time they voluntarily went off duty. That is the issue involved.

A W A R D

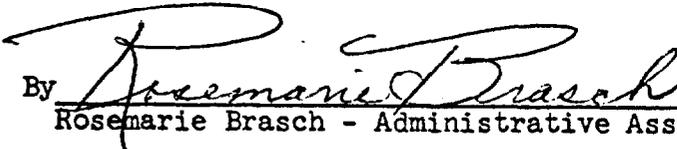
Claim denied.

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Award No. 6690
Docket No. 6523
2-SOU-CM-'74

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 7th day of May, 1974.