

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(
(New Orleans Public Belt Railroad Company

Dispute: Claim of Employees:

1. That the New Orleans Public Belt Railroad violated the controlling agreement, particularly Rules 18A and 7, when they arbitrarily refused to compensate Carman M. J. Prattini when he missed working his regular shift and meal period on June 11, 1979, account appearing as Court witness for Carrier on that date:
2. That accordingly, the New Orleans Public Belt Railroad be ordered to compensate Carman Prattini in the amount of six and one-half hours (6-1/2) at punitive rate and thirty (30) minutes meal period June 11, 1979.

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.

Claimant's regular work schedule is 3 p.m. to 11 p.m. On June 11, 1979 he was directed by the Carrier to appear as a witness in court for the Carrier. He was present for such court appearance from approximately 9 a.m. to 4:30 p.m. He did not report for his regular shift that day and, under the circumstances, was not expected to do so. He claims pay at the punitive rate for the remaining hours of his normal shift, including meal period, citing Rules 18 A and Rule 7, which read as follows:

"RULE 18A
ATTENDING COURT OR INVESTIGATIONS

When attending court as witness for the company, employees will be reimbursed for reasonable expenses and paid eight (8) hours each day or part thereof, including Sundays and holidays, for such court service. When necessary the company

will furnish transportation and will be entitled to certificates for witness fees in all cases.

When employees are required to report outside of their regular bulletin hours to act as witnesses for the company in investigations, they shall be paid as per Rule 7."

"RULE 7
OVERTIME OUTSIDE BULLETINED HOURS

1. For service rendered immediately following and continuous with the regular work day hours, employee will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.
2. Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular work day hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes

Rule 18A consists of two parts, as indicated by its heading "ATTENDING COURT OR INVESTIGATION" (Emphasis added). Claimant was paid properly under the first paragraph of the rule, receiving eight hours' pay for his service in court appearance and not being required to render regular service thereafter.

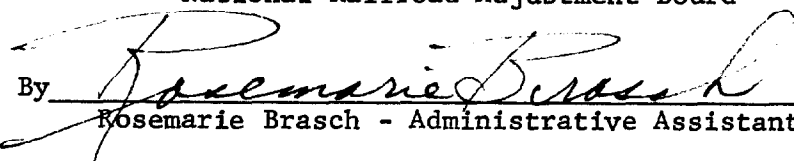
The second paragraph of Rule 18A refers to "investigations", which is patently different from "attending court as witness for the company". The provisions of the second paragraph are not applicable to the circumstance here. By appearing in court (and being paid eight hours) the Claimant received full pay for the scheduled day.

A W A R D

Claim denied.

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 13th day of January, 1982.