

Award No. 3967
Docket No. CL-3948

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Fred L. Fox, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**FLORIDA EAST COAST RAILWAY COMPANY (SCOTT M.
LOFTIN AND JOHN W. MARTIN, TRUSTEES)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the Clerks' Agreement—

1. When it required Warehouse Foreman N. A. Jones, Jacksonville Freight Agency, to leave Jacksonville at 10:30 P. M. on March 29, 1947 and report to the Trainmaster's office at Miami 10:00 A. M. Sunday, March 30, 1947, to attend investigation in which he was not involved or interested, and failed and refused to compensate him in accordance with provisions of overtime rules, and

2. That Warehouse Foreman N. A. Jones shall be compensated on a call basis for the time that he was away from his home and for services rendered at the investigation outside of his regular assigned hours on March 29 and 30, 1947.

EMPLOYES' STATEMENT OF FACTS: Mr. N. A. Jones was regularly assigned as Warehouse Foreman at Jacksonville Freight Agency working 6:00 A. M. to 3:00 P. M. (one hour lunch period) daily EXCEPT SUNDAY AND SPECIFIED HOLIDAYS. On March 28, 1947, he received the following written instructions from the Agent at Jacksonville:

"Please arrange to report at Trainmaster's office at Miami, 10:00 A. M., Sunday, March 30, 1947, for formal investigation which is being conducted with Clerk H. A. Haywood of the Miami Freight Agency for the purpose of developing the facts and placing responsibility in connection with handling of shipment dynamite moving on Miami waybill 2817, March 4, 1947, in car TWD 8334.

You will be furnished the necessary transportation and we have made arrangements for Pullman accommodations for you on train No. 35 leaving Jacksonville 10:30 P. M., tomorrow, March 29th."

Warehouse Foreman N. A. Jones filed claim for 22 hours 30 minutes overtime for attending investigation in which he was not involved. On April 9, 1947, the Agent at Jacksonville wrote him as follows:

"Returned hereto is your overtime ticket dated March 29 and 30th, 1947, claiming 22 hours and 30 minutes account being called to attend investigation held in Miami on March 30, 1947.

The claim is entirely without merit and should be denied.
(Exhibits not reproduced.)

OPINION OF BOARD: This claim is based on facts practically identical with those considered in Award No. 3966. Claimant, a warehouse foreman at Jacksonville, Florida, with working hours from 6:00 A. M. to 3:00 P. M., Monday through Saturday, was required by the Carrier to attend an investigation at Miami, Florida, on Sunday, March 30, 1947, at 10:00 A. M., for the purpose of developing facts and placing responsibility in connection with a shipment of dynamite in March, 1947, as was the case in Award No. 3966. The Claimant is not shown to have been interested in or involved in the matter being investigated. To attend this investigation, Claimant left Jacksonville at 10:30 P. M. on March 29 and returned on the day following at 8:30 P. M. The claim is for 22 hours and 30 minutes work at overtime rates.

The Claimant was required to attend this investigation, in the sole interest of the Carrier, on his day off. He had completed his assigned work on Saturday, March 29th, and the day following was his day off, which the Carrier was not entitled to use without compensating the employee therefor. The principle involved is discussed and applied in Award No. 3966, and that discussion need not be here repeated. We there held that Rule 46 of the Agreement governed, that the claims of the Claimant in that case were sustained. Such is our ruling on this docket.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement as charged by the Petitioner.

AWARD

Claims (1 and 2) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of June, 1948.