

Award No. 10372

Docket No. DG-10862

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Albert L. McDermott, Referee

PARTIES TO DISPUTE:

**JOINT COUNCIL DINING CAR EMPLOYES, LOCAL 848
CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of Joint Council Dining Car Employees Local 848 on the property of the Chicago, Burlington and Quincy Railroad Company for and on behalf of Waiter A. L. Malachi, Cook J. D. Robinson and all others similarly situated that they be paid for 1 hour and 45 minutes for each tour of duty since October 28, 1956, on Trains Nos. 1 and 10, account of the Carrier's refusal to pay claimants on a continuous basis while in turn-around service at Colorado Springs, in violation of the existing agreement.

EMPLOYES' STATEMENT OF FACTS: Claimants are regularly assigned to Trains Nos. 1 and 10. Train No. 1 terminates at Colorado Springs and Claimants are released from duty at 10:45 A. M. They are, however, required to report for duty on Train No. 10 at 12:30 P. M., 1 hour and 45 minutes later, for the return trip to Chicago.

The schedule setting up this assignment did not and does not provide for carrying claimants' time during this 1 hour 45 minute interval between reporting and releasing at the Colorado Springs turnaround, and, as a result, time claims were filed on behalf of claimants; Employees contending that under paragraph (b) of schedule Rule 5 the Carrier was obligated to carry claimants time continuously, which claim was denied. (Employees' Exhibit A).

Successive appeals up to and including the highest officer designated by the Carrier to consider appeals were filed in due course, each resulting in the original denial being affirmed. (Employees' Exhibits B, C, D, E, F, G, H and I).

POSITION OF EMPLOYES: Rule 5 of the agreement in effect between the parties to this dispute provides:

Computation of Time

Rule 5. (a) On straightaway runs employees' time shall be computed from the time required to report for duty and do report, until released from duty at terminal or set out point, subject to deductions of rest periods at night as designated by bulletin. If required to perform service after 10:00 P. M. or before 6:00 A. M. such time will be paid for.

Actually, the idea of any railroad employe being engaged in turnaround service on a run where the turning point is 1,109 miles away, and a round trip is 2,218 miles, is repugnant to the ordinary meaning of the term in this industry. The reason for this is because rules governing turnaround service usually require payment of continuous time, as Rule 5(b) does here, with certain deductions permitted. Because of the restrictive nature of turnaround rules, such operations are ordinarily confined to much shorter distances. Long runs are simply too expensive to pay for on a turnaround basis.

In summation, the Carrier reminds the Board that it has properly before it, only the claims of the two employes named in the statement of claim. When the contentions advanced by the Organization to support their claim are properly analyzed, the transparencies in its argument are obvious. The Board must conclude this was straightaway service, not turnaround, and that the time was properly computed under paragraph (a) of Rule 5.

This claim must be denied.

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All data herein and herewith submitted have been previously submitted to the Employees.

(Exhibits not reproduced.)

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OPINION OF BOARD: Claimants are regularly assigned to Trains No. 1 and No. 10. Train No. 1 operates from Chicago to Colorado Springs where claimants are released from duty at 10:45 A. M. At 12:30 P. M. on the same date of arrival claimants are required to report for duty on Train No. 10, for the return trip to Chicago. It is a round trip of 2,218 miles. The elapsed time at Colorado Springs is One hour and 45 minutes between release time and reporting time.

Rule 5 of the Agreement provides in part:

“COMPUTATION OF TIME

“Rule 5: (a) On straightaway runs employes' time shall be computed from the time required to report for duty and do report, until released from duty at terminal or set-out point, subject to deductions of rest periods at night as designated by bulletin. If required to perform service after 10:00 P. M. or before 6:00 A. M. such time will be paid for.

(b) In turnaround service, time of employes will be computed continuously from time they are required to report for duty and do report, until finally released from duty; provided, however, that all time released will be deducted at turnaround, set out or terminal points where an interval of release is in excess of two (2) hours.”

The assignment of work bulletin which provided in the instant case that “Waiters-in-Charge will prepare one time report for the entire crew, for the round trip . . .” gives some credence to the organization's position that “turnaround service” was involved in the instant case. However, a thorough examination of the record indicates that the assignment was established by

bulletin on a straightaway basis. In fact, at one point in the record the organization admitted that the claimants were assigned to a "straightaway run." The bulletin further provided for a deduction of rest periods at night. The organization conceded that no pay for the off-duty hours enroute each "straightaway run" was proper.

Under the facts and admissions of record, it is our opinion that "turn-around service" as contemplated by the language of Rule 5(b) was not involved in this case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1962.