



Award Number 17850

Docket Number TE-17412

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David L. Kabaker, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

**UNION PACIFIC RAILROAD COMPANY —
EASTERN DISTRICT**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Union Pacific Railroad (Eastern District), that:

1. Claim is presented in behalf of C. W. Taylor for an additional six (6) hours' pay for March 30, 1967 account required to reopen St. Joseph Bridge Leverman's position, St. Joseph, Missouri, for which he was only allowed two (2) hours' pay at the straight time rate of the position.
2. Carrier shall compensate C. W. Taylor an additional six (6) hours' pay at the rate of \$2.9345 per hour for March 30, 1967.

EMPLOYEES' STATEMENT OF FACTS: The claim in this case is based upon an Agreement dated November 1, 1962, as amended and supplemented, made between the Union Pacific (Eastern District), hereinafter referred to as the Carrier, and The Order of Railroad Telegraphers now renamed the Transportation-Communication Employees Union, hereinafter referred to as Employees and/or Union. Copies of said Agreement are on file with your Board and are by this reference made a part hereof.

C. W. Taylor, hereinafter referred to as claimant is an extra employee assigned to the extra board at Marysville, Kansas. On Wednesday, March 29, 1967, Chief Train Dispatcher W. V. Myer instructed claimant to deadhead to St. Joseph, Missouri, and there to reopen the St. Joseph Bridge Station (a seasonal station, closed during the winter months), to permit the passage of a boat. As instructed, claimant traveled to St. Joseph, opened the station there at about 6:00 A.M. on Thursday, March 30, 1967, and performed the work in connection with the opening of the Missouri River Bridge for the passage of a boat. The work consumed two (2) hours. Following this the Carrier released claimant with instructions to deadhead back to his home station.

For service performed at St. Joseph Bridge Station, Carrier compensated claimant under the provisions of Rule 14 (deadheading), or for the two (2) hours worked. Whereas, the Employees contend that claimant is entitled to an additional six (6) hours' pay, making a total of eight (8) hours' pay, under Rule 20 (Basic Day), in addition to the deadhead allowance paid. Carrier refused to pay the latter amount, hence this claim.

Carrier's Exhibit C—Letter dated August 9, 1967 from Assistant to Vice President Kenny to General Chairman Goldsmith, reaffirming the denial following conference discussion of the claim.

(Exhibits Not Reproduced)

OPINION OF BOARD: The basic facts are not in dispute. Claimant was ordered to dead-head a distance of 97 miles from Marysville, Kansas to St. Joseph, Missouri at a time when no leverman position was assigned at St. Joseph, Missouri. He manipulated the controls to permit the passage of a river boat, which work consumed two hours and thereafter dead-headed back to his home station.

Claimant was compensated twelve (12) hours for dead-heading and two (2) hours for time worked. Claimant requests six (6) hours additional pay.

Employees contend that the Basic Day Rule is controlling and must be interpreted as creating a guarantee of eight hours pay for a period of time worked less than eight hours.

Carrier's position is two fold: (1) Even if it be assumed that the Basic Day Rule provided a minimum guarantee of eight hours, Rule 14 specific provision of pay for actual time worked would be an exception. 2. Rule 14, being a special rule, takes precedence over Rule 20 and therefore under Rule 14 the Claimant has been properly compensated.

The Board has carefully considered the position of the Parties in relation to the basic question of which Rule is applicable in the instant matter. The conclusion must be that Rule 14 is directly applicable to this case and is controlling. While it is true that the Basic Day Rule (Rule 20) establishes that eight consecutive hours constitutes a day's work, we do not find that the claim herein is governed by that rule.

This Board has held on numerous occasions that special rules take precedence over general rules. We accept and support those conclusions which are found in Awards 7312, 9375, 9985, 10006, 14408, 15785, 17222, 17264. We are compelled to conclude that Rule 14, being a special rule, must prevail over Rule 20 which is a general rule. Accordingly, it must be stated that the Claimant was properly compensated under the provisions of Rule 14 and his claim must therefore be denied.

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.

A W A R D

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 30th day of April 1970.