

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21777
Docket Number MW-21839

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(
(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
that:

(1) The Agreement was violated when Garage Serviceman Franklin Williams (81797) was compensated at his straight-time rate instead of at his time and one-half rate for the service he performed from 7:00 A.M. to 3:30 P.M. on November 30, 1974 (System File SG-5-74/WM-7-74).

(2) As a consequence of the aforesaid violation, the Carrier shall now allow the claimant the difference between eight (8) hours at his pro rata rate of pay and eight (8) hours at his time and one-half rate of pay as was in effect on November 30, 1974.

OPINION OF BOARD: Because of the severe snowstorm which struck Gary, Indiana during the evening hours of November 29, 1974 and the early morning of November 30, 1974, carrier called out several employes to operate trucks and other snow removal apparatus which necessitated a garage serviceman to fuel this equipment.

Claimant reported for duty at 2:30 a.m. on November 30, 1974 to perform this responsibility and worked until 5:30 p.m. that day, which included the time he normally would have worked according to his prescribed schedule, i.e. 7:00 a.m.-3:30 p.m.

While a tenable argument can be asserted that claimant's overtime work ended at 7:00 a.m. and he assumed immediately thereafter, his regular workday routine, the evidence strongly supports the conclusion, that the unexpected snow emergency demanded a considerable part of his time fueling snow removal equipment. This extended in fact an additional two (2) hours beyond the close of his regular work day.

Recognizing the burdensome impact such inclement weather can have on a railroad operation, it would not be unusual under these circumstances for carrier to assign this employe the task of fueling trucks and other snow removal equipment for a considerable period of time.

The record does not show that said service was discontinuous, or performed in discrete task modules, but instead reflected a continuously focused effort.

Therefore, applying the explicit and unambiguous language of Rule 53(a) which claimant contends carrier violated to the specific facts of this case, the Board finds that he was called four (4) hours or more in advance of his regular work day and performed service, which in this instance was fueling said equipment, into and beyond his regular work assignment.

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

The Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1977.