

SPECIAL BOARD OF ADJUSTMENT NO. 175

AWARD NO. 403

UNITED TRANSPORTATION UNION (WESTERN REGION)

VS.

CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD COMPANY (LINES WEST)

STATEMENT OF CLAIM: Claim of Engineer J. M. Goforth for 100 yard rate miles applying to engine 179 for September 24, 1974, when Traveling Engineer-Trainmaster moved wrecker in Avery Yard.

FINDINGS: On the claim date Engineer Goforth arrived in Avery at 1:30 PM. At the yard office the crew was instructed to stay on duty and switch out the St. Maries wrecker for movement west. The crew then went to eat before starting such switching. Upon its return, it was instructed to tie up without switching the wrecker. This instruction was given at 2:05 PM, and the crew tied up at 2:15 PM.

Meanwhile, commencing at 2:00 PM, Traveling Engineer R. C. Mann operated the engine brought in by Claimant's crew, performing the switching of the wrecker and completing the work at 2:35 PM.

The crew should have been kept on duty to perform the switching. Engineer Goforth should be paid as though he tied up at 2:45 PM, 10 minutes after the work was completed. Carrier is ordered to pay him the difference in what he earned and what he would have earned had he remained on duty until 2:45 PM. The integrity of the agreement is not dependent on awarding a basic day's pay for each infraction.


AWARD: Claim sustained in conformity with findings above. Carrier shall make this award effective within 30 days from date hereof.



David H. Brown, Chairman and Neutral Member



J. R. Werner, Carrier Member



F. D. Tuffley, Organization Member

March 12, 1979