

In the Matter of Arbitration

Between

Shore Line  
The Detroit and Toledo/Railroad Co.

and

United Transportation Union (T&C)

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Award No. 12

Issue No. 23

Cases 119, 120 & 151

APPEARANCES:

For the Carrier:

D.G. Vane, Manager - Labor Relations & Personnel  
B.J. Biscan, Train Master

For the Union:

G.H. Bunde, Vice President - UTU  
Richard Twyford, General Chairman  
Robert Richey, Assistant General Chairman

STATEMENT OF CLAIM:

"Claim of conductor Ritchey, Brakemen Twyford and  
and Tovatt 8 hours account of Superintendent  
Border operating train into Lang Yard. Docket  
274 Claim 96.

Claim of conductor Strawser, Brakemen Twyford and  
Tovatt 8 hours account Superintendent Border  
operating train into Lang Yard. Docket 274  
Claim 119.

Claim of Foreman Bilger, Helpers Palmer and Koedam  
8 hours at time and one-half account not being  
permitted to work regular assignment and carrier  
officers performed our services. Docket 275  
Claim 5.

FINDINGS AND DECISION:

The claim date was July 4, 1977, a holiday on which all  
yard and road crews had been annulled, except the crew on train  
420. During the day, train 420 outlaid under the hours of service  
law .15 miles north of Lang Yard. Superintendent Border elected

to operate the train the remaining distance into Lang Yard, instead of calling a crew out for that purpose.

Although the claim was contested on the merits on the property, at the Board hearing the Carrier conceded that an officer had intruded on the jobs of road employees, since there was no real emergency on the day in question.

It was further stipulated at the Board hearing that claimants Strawser, Twyford and Tovatt were first out on the extra board on July 4, 1977.

There is no question that had those claimants been called they would have been entitled to a minimum day of eight hours. The only issue raised at the hearing by the Carrier was whether the standby pay received by them should be offset against the eight hours pay due them for the missed work opportunity.

The Carrier points out that beginning with Award No. 84 of SBA 551, previous awards on this property have held that standby allowances actually received by the employee may be credited toward the minimum day payable on claims of this nature missed for work opportunity. See also Award No. 2 of Public Law Board 1090, and Award No. 5 of Public Law Board 1415. This Board has no reason to depart from those established precedents on this property. The Board also notes that this claim is not properly described as one for a runaround, and that the provisions of Article 27(i) therefore do not apply herein.

Accordingly, the claim for the eight hours will be sustained, less the standby allowances, if any, received by claimants for the

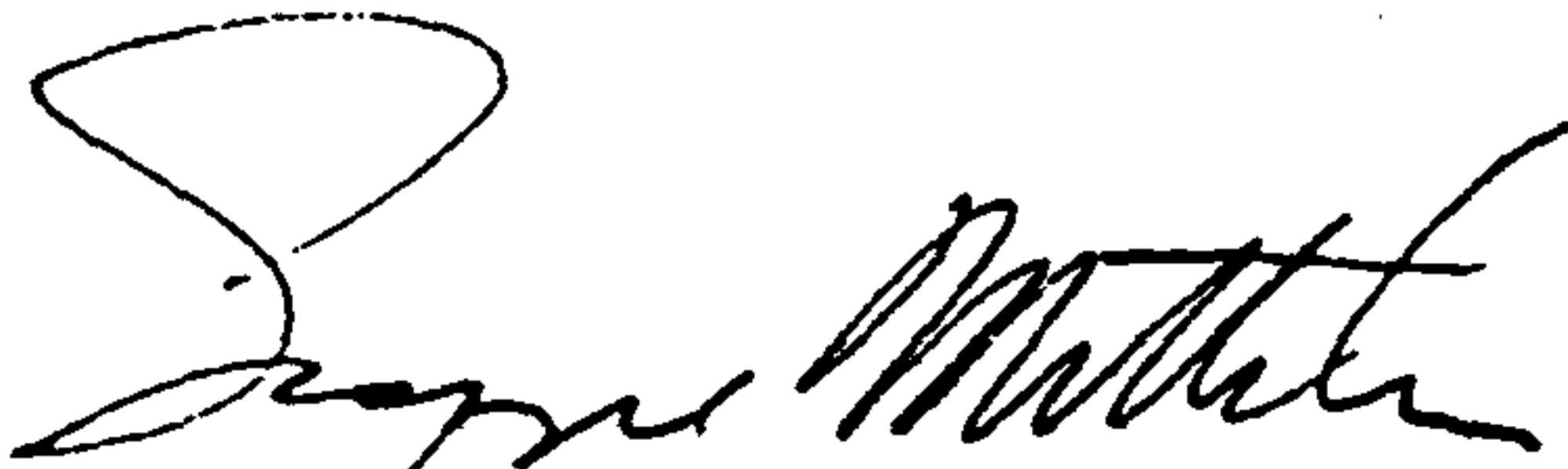
eight-hour period covered by the claim. Since the claim being sustained did not ask for payment at time and one-half, there is no necessity to consider that issue herein.

AWARD

Claim 119 (Docket 273) by Conductor Strawser, and Brakemen Twyford and Tovatt, is sustained to the extent indicated in the foregoing opinion.

Claim 96 (Docket 274) and Claim 5 (Docket 275) are denied.

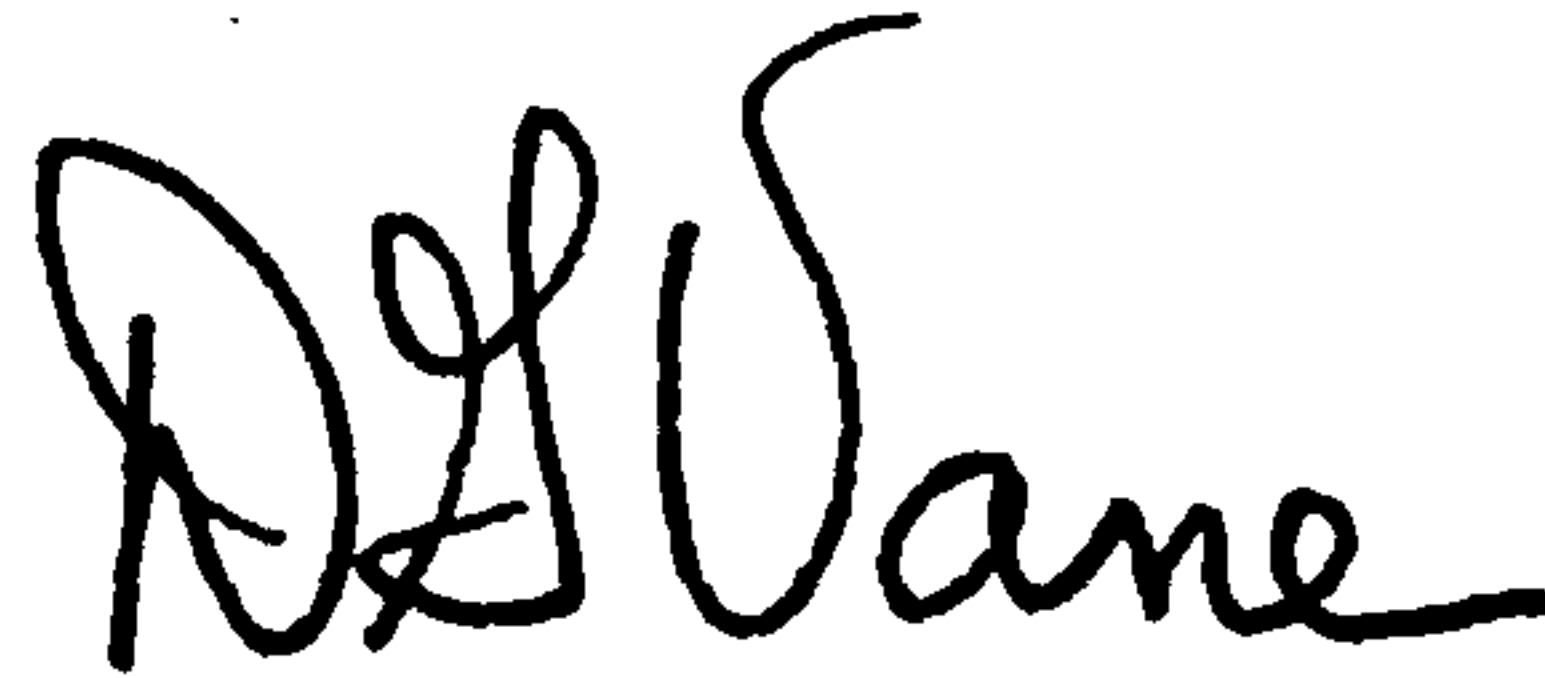
The Carrier shall comply with the terms of this award within sixty (60) days.



Eugene Mittelman, Neutral Member-Chairman



G.H. Bunde, Employee Member



D.G. Vane, Carrier Member

Dated:

March 26, 1979