

Award No. 6279  
Docket No. 6121  
2-SPT(PL)-CM-'72

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John J. McGovern when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L. - C. I. O. (Carmen)**

**SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(Pacific Lines)**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That on February 13, 1970 at San Francisco, California the Carrier violated the controlling Agreement, particularly Rule 12 thereof, when they had Carman Helper W. L. Lucein changed from the 7:30 A. M. to 3:30 P. M. shift, to the 3:30 P. M. to 11:30 P. M. shift to perform Carmen Helpers work.

2. The claim violation is that Carman Helper W. L. Lucein was not properly compensated when the Carrier changed Mr. W. L. Lucein from the 7:30 A. M. to 3:30 P. M. shift, to the 3:30 P. M. to 11:30 P. M. shift to perform Carmen Helpers work.

3. That, accordingly, the Carrier be ordered to pay Carman Helper W. L. Lucein additional compensation, four (4) hours at his regular pro-rata for the aforesaid violation.

**EMPLOYEES' STATEMENT OF FACTS:** Carmen Helper W. L. Lucein, (hereinafter referred to as Claimant) is regularly employed as Carmen Helper by the Southern Pacific Transportation Company (Pacific Lines), hereinafter referred to as the Carrier, at San Francisco Depot including train yard service at San Francisco, California.

On February 7, 1970 the Carrier gave Claimant notice that his job would be abolished at the completion of his shift on February 12, 1970 which was on the 7:30 A. M. to 3:30 P. M. shift, and that he may exercise his Seniority in accordance with Rule 29, of the Motive Power and Car Departments Agreement. On February 7, 1970 a bulletin was posted advertising a job for one (1) Carman Helper, 5 days position with Saturdays and Sundays as rest days and Holidays, which was vacated by A. Rasmus on the 3:30 P. M. to 11:30 P. M. shift.

Due to the fact that Claimant was the Junior working Carman Helper on the Seniority Roster, he had no Seniority to exercise. Therefore Claimant in-

**FINDINGS:** The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant held an assignment as Carman Helper with assigned hours of 7:30 A. M. to 3:30 P. M. daily except Saturdays, Sundays and holidays. He was advised by the Carrier that effective February 12, 1970, his position would be abolished and that he could exercise his seniority in accordance with Rule 29. A bulletin was posted advertising a position of Carman Helper with assigned hours 3:30 P. M. to 11:30 P. M. daily except Saturdays, Sundays and holidays. Claimant bid for this position and was awarded same effective February 13, 1970. He was compensated for eight (8) hours work at the pro rata rate, but demands an additional 4 hours compensation citing Rule 12 of the Agreement as his authority. He denies that he exercised his seniority since he was the junior man on the list, and had no alternative other than to revert to furlough status.

Rule 12 of the Collective Bargaining Agreement reads as follows:

“Rule (12) Changing shifts

Employes changed from one shift to another, will be paid overtime rates for the first shift of each change. Employes working two shifts or more on a new shift, shall be considered transferred. This will not apply when shifts are changed in the exercise of seniority, or to employes changing shifts incident to fulfilling regular relief assignments, or when shifts are exchanged at the request of the employe involved.” (Emphasis ours.)

Clearly in this instance the undisputed facts are that claimant did bid on this new position and was awarded same. This was an exercise of his seniority rights, nothing more, nothing less, all arguments advanced by the organization to the contrary notwithstanding. The overtime rate in consonance with the provisions of Rule 12 will not be paid when an employe exercises his seniority rights. The organization's arguments to the contrary are not persuasive. We find no violation of the Agreement. We will deny the claim.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: E. A. Killeen  
Executive Secretary

Dated at Chicago, Illinois this 28th day of March 1972.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.