

Award No. 1234

Docket No. MC-1186-56

2-Lake Ter.-USofA-'48

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee George A. Cook when award was rendered.

PARTIES TO DISPUTE:

**LOCAL UNION 2186, UNITED STEELWORKERS OF
AMERICA, C. I. O.**

THE LAKE TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: The employes are protesting change of shift of car inspector assigned to relief job, as a violation of Article 3, Section 4 of our agreement.

Article 3, Section 4, reads as follows:

"Employes changed from one shift to another will be paid over-time rates for the first shift of each change. Employes working two (2) or more shifts on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of employes involved."

EMPLOYEES' STATEMENT OF FACTS: On January 8, 1947, the following was placed on the bulletin board:

Relief Car Inspector.

Bid No. 56 7:00 a. m. to 3:00 p. m. East Yard District—Sunday
7:00 a. m. to 3:00 p. m. Middle Yard District—Monday
3:00 p. m. to 11 p. m. East Yard District—Tuesday
3:00 p. m. to 11 p. m. Middle Yard District—Wednesday
11:00 p. m. to 7:00 a. m. East Yard District—Thursday
11:00 p. m. to 7:00 a. m. Middle Yard District—Friday
Day off Saturday

All bids (in writing) must be in this office by Tuesday, January 14, 1947, at 3:00 p. m.

J. W. Messner
Foreman

January 8th, 1947

The above is submitted and described as Exhibit A.

On January 20, 1947, a grievance, designated by the number C-12, was filed by employes Ray Kennedy and W. O. Carnahan.

The above is submitted as Exhibit B.

For the reasons herein outlined, the carrier submits that the claim should be denied.

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.

The parties to said dispute were given due notice of hearing thereon.

The agreement provides that Sunday work of regularly assigned car inspectors is exempt from penalty payments when they have a relief day off in lieu of Sunday.

A relief car inspector's job was bulletined January 8, 1947, for a six-day week (Saturday off) with three different starting times of shifts (Sunday, Tuesday and Thursday).

The agreement also provides for posting vacancies, promotions and new positions and for not permanently filling until opportunity given all employes to exercise their seniority rights.

The agreement makes no provisions for relief jobs, but the establishment of such are not here in dispute.

Relief car inspector was assigned to the job under the January 8th bulletin.

It is clear that the change of shift on the three days of the week mentioned were of the employes' choice when they bid in the relief job and, therefore, they would not be entitled to overtime for changing shifts on the relief assignment. There is nothing in the agreement to justify a greater payment to relief men than that allowed regular employes.

AWARD

Claim denied in accordance with findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 16th day of January, 1948.