

Award No. 3846

Docket No. 3539

2-GN-CM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Spokane Carmen named below were denied proper payment when they were directed to change shifts as set out below.

Changing from 1st to 2nd
shift, May 26, 1958

A. Brucker	H. Davey
R. Ness	J. Weltz
H. Burger	J. Barbour
C. Burrell	

Changing from 1st to 3rd
shift, May 26, 1958

L. Marleau	R. Eacret
J. Benson	D. Miller
C. Miller	A. Hutchinson
A. Bertholf	

Changing from 1st to 2nd
shift, May 27, 1958

P. Berthiaume
J. Herman
O. Richards

Changing from 1st to 3rd
shift, May 27, 1958

W. Putman	A. Kelling
M. Schultz	

Changing from 1st to 2nd
shift, May 28, 1958

R. Reynolds
J. Trent

2. That accordingly the Carrier be ordered to additionally compensate the aforesaid employees each in the amount of four (4) hours pay (\$9.70).

EMPLOYEES' STATEMENT OF FACTS: On May 22, 1958, a reduction of force notice was posted, furloughing 74 carmen and others effective May 25, 1958.

claimants; that there was no change of shift by claimants as contemplated within the meaning of Rule 18(a); that similar claims which were the subject matter of Second Division Awards 1276, 1816, 2067 and 2103 were denied; your Board must deny the claim of the employees in this case.

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Rule 18(a) provides as follows:

“Employees transferred from one shift to another at the direction of Management will be paid overtime rate for the first shift worked on the shift to which transferred and if he works more than one shift on the shift to which transferred shall be paid at overtime rate for the first shift worked after returning to his regular assignment.
* * * .”

The provision thus relates to an employee's temporary transfer from “his regular assignment,” and not to his move from one assignment to another, as pointed out by the Division in Awards 2067 and 2103.

Awards 237, 1299 and 1816, which are cited in support of this claim, involve rules on the Illinois Central, Texas and Pacific, and Toledo Terminal railroads which differ materially from 18(a).

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of November, 1961.

DISSENT OF LABOR MEMBERS TO AWARD No. 3846

There is no basis in the agreement for the finding of the majority that Rule 18(a) “relates to an employee's temporary transfer from ‘his regular assignment,’ and not to his move from one assignment to another.” Rule 18(a) prescribes that “Employees transferred from one shift to another at the direction of Management will be paid overtime rate for the first shift worked on the shift to which transferred and if he works more than one shift on the shift to which transferred shall be paid at overtime rate for the first shift worked after returning to his regular assignment . . .” It will be noted that

the word "temporary" is not used in this rule and the majority has exceeded its authority in making a finding for which there is no basis in the agreement. The claimants were transferred within the terms of Rule 18(a) and should have been compensated in accordance with said rule as claimed.

Edward W. Wiesner

C. E. Bagwell

T. E. Losey

E. J. McDermott

James B. Zink