

Award No. 5440

Docket No. 5282

2-A&S-CM-'68

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph S. Kane when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 154, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

ALTON AND SOUTHERN RAILROAD

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly compensated F. Wilson, D. Moore and R. Drury for service rendered in June and July, 1965.

2. That accordingly, the Carrier be ordered to additionally compensate each in the amount of twenty-five (25) cents per hour at the time and one-half rate as follows:

(a) F. Wilson — June 12, 1965, eight (8) hours; June 27, 1965, four (4) hours; and July 17, 1965, four (4) hours.

(b) D. Moore — June 14, 1965, eight (8) hours; June 20, 1965, four (4) hours; and July 4, 1965, four (4) hours.

(c) R. Drury — June 19, 1965, eight (8) hours; and July 17, 1965, eight (8) hours.

EMPLOYEES' STATEMENT OF FACTS: Carmen F. Wilson, D. Moore and R. Drury, hereinafter referred to as the Claimants, are regularly assigned as lead car inspectors or "Shift Foremen" by the Alton and Southern Railroad, hereinafter referred to as the Carrier. The Claimants receive twenty-five (25) cents per hour differential above the Car Repairman Inspector's rate.

Claimant Wilson was assigned to perform Car Inspector's work to augment the regular forces for eight hours, four hours and four hours on June 12, June 27 and July 17, 1965, respectively. Claimant Moore was assigned to perform Car Inspector's work to augment the regular forces for eight hours, four hours and four hours respectively on June 14, June 20 and July 4, 1965. Claimant Drury was used as Car Inspector to augment the regular forces for eight hours on June 19, 1965, and for eight hours to replace a Car Inspector who was absent on July 17, 1965.

All evidence and argument contained in this submission were presented to the employees' representatives in the handling of their claims on this property.

(Exhibits not reproduced.)

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.

The claimants were classified as Car Inspectors-Shift Foremen, by bulletin, Rule 11 and paid a special rate of 25 cents per hour above the car repairman Inspector's rate. They performed the duties of car repairman-inspectors but also acted as liason between Yardmasters and the Car Repairmen-Inspectors on their shift, for the purpose of deploying the car inspectors work force, at the direction of the Yardmaster. They also assumed responsibility for the care and accountability for the Handi Talki radios assigned to each car repairman.

The claimants by agreement were included on the Car Repairman-Inspector overtime board, so that they would have equal opportunity for overtime calls.

On the dates of the claim the claimants worked from the carmen's overtime board, outside their regular hours of work as car repairmen-inspectors and were paid on a time and one-half basis at the car repairmen-inspector's basic rate.

The claim is for the time and one-half rates with the allowance of 25 cents per hour added to the basic Carmen's rate as that was their rate as car inspector-shift foreman.

The Carrier's contention was that Rule 10, offered in support of the employees' position did not apply, as the claimants were not filling the place of another employe but were additions to the work force. Furthermore, Rule 10 only applied to the basic rate of pay and not to any arbitrary or special allowance.

"RULE 10.

When an employe is required to fill the place of another employe receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employe receiving a lower rate his rate will not change."

The claimants contended that Rule 10, applied to situations where an employe was relieving other employes or performing work normally assigned to

a lower or higher rated employe as prevailed in this dispute. The claimants were performing duties of a lower rated employe then their rate should not change. They were also filling the places of other employes within the meaning of Rule 10.

The Board is of the opinion that the claimant held a regular assigned position, "established at 25 cents per hour above the Car Repairman Inspector's rate or \$3.1278 per hour," by agreement. On the days in question the claimants, with the exception of one, were used to augment the work force and thus filling the places of other employes within the meaning of Rule 10.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1968.