

Award No. 263

Docket No. 257

2-IC-MA-'38

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Machinists)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That Machinist Clifford Schneider, Centralia, Illinois, be compensated at the overtime rate of pay on June 15, 1937, for changing shifts as per Rule 14, account of being awarded a day job by bulletin.

EMPLOYEES' STATEMENT OF FACTS: (a) A bulletin was posted advertising a vacancy for machinist, with an hourly assignment of 7:00 A. M. to 12:00 Noon and from 12:30 P. M. to 3:30 P. M.

(b) Clifford Schneider, the senior applicant, was awarded this position in accordance with the provisions of Rule 19 of the agreement.

(c) Mr. Schneider's assignment, prior to his being awarded this position, was 3:00 P. M. to 7:30 P. M., and 8:00 P. M. to Midnight.

POSITION OF EMPLOYEES: The rule 14 involved in this dispute reads:

"Employee changed from one shift to another will be paid overtime rate for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved."

As indicated in the employees' statement of facts, employee for whom time and one-half is claimed did change shifts, as a result of bulletining of job, from 7:00 A. M. to 3:30 P. M. shift. Employee's former position was from 3:30 P. M. to 12:00 Midnight.

The employees contend that failure on part of the carrier to pay Mr. Clifford Schneider time and one-half rate on date he changed shifts is a violation of Rule 14 of the current agreement and that he be compensated as claimed.

We submit Exhibits A, B and C, decisions of the United States Railroad Labor Board, and copy of the employees' file consisting of correspondence between the representatives of the employees and the carrier in this dispute.

CARRIER'S STATEMENT OF FACTS: A bulletin was posted on June 8, 1937, advertising vacancies for six machinists, with an hourly assignment

act of the complainant in this case was wholly a voluntary act in choosing to change his shift to the one advertised.

The reading of Rule 14 indicates that its obvious intention was to protect workers from loss in making a shift, when such shift was not according to their own choice, and that when an employe changes shifts, through his own choice, he assumes whatever loss may accrue to him in making the shift. A fair interpretation of the words also indicates that the word "exchanged" as used in the rule means either exchanging one job for another or exchanging jobs with another employe.

The Second Division finds that Machinist Clifford Schneider, the complainant in this case, changed shifts at his own request and is not entitled to overtime under the provisions of Rule 14.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 29th day of September, 1938.