

Award No. 1243
Docket No. 1172
2-CRI&P-BM-'48

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That Boilermaker Earl Kitch is entitled to be additionally compensated at overtime rates, under the current agreement, for having been changed from the 8 P. M. shift to the first shift, effective September 2, 1947, and that accordingly the carrier be ordered to so compensate this employe.

EMPLOYEES' STATEMENT OF FACTS: Boilermaker Earl Kitch, hereinafter referred to as the claimant, was regularly employed by the carrier at Dalhart, Texas, with assigned hours, effective August 6, 1947, from 8 P. M. to 4 A. M., until September 2, 1947.

Upon instructions of General Foreman Kiely, the claimant was changed from his assigned 4 P. M. shift to the first shift, effective September 2, 1947, for which service on this new shift he claimed overtime rates, but payment therefor has been declined to date.

The agreement effective September 15, 1941, as subsequently amended June 11, 1944, is controlling.

POSITION OF EMPLOYEES: It is submitted that since the claimant was the junior boilermaker in the service on September 2, 1947, the carrier made the election to utilize his service on the first shift in lieu of the 8 P. M. shift, or instead of making the election to lay him off in a force reduction under Rule 22 of the collective agreement. This is confirmed by copy of the letter, submitted, dated October 23, addressed to the undersigned by Local Chairman Hopkins, identified as Exhibit A.

It is the contention, therefore, that under the explicit terms of Rule 7 of the collective agreement, in pertinent part reading—

“Employes changed from one shift to another will be paid overtime rate for the first shift of each change.”

the claimant was changed from one shift to another effective September 2, and consequently is entitled to be paid four additional hours at the pro rata rate for his services which he rendered the carrier on said date.

Moreover, no other portion of the rule of the collective agreement is applicable to the involved facts, because the claimant worked more than two

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 waived right of appearance at hearing thereon.

There is no disagreement between the parties in this dispute that the claimant Earl Kitch did work on the 8 P. M. to 4 A. M. shift on September 1, 1947, and that on September 2, 1947, he worked on a different shift.

This employe was in continuous service and was transferred by supervisor in charge and not by exercise of his seniority.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of May, 1948.