

**Award No. 3378**

**Docket No. 3201-1**

**2-GN-1-'59**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

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**PARTIES TO DISPUTE:**

**GREAT NORTHERN RAILWAY COMPANY**

**VICTOR TRUAX, CARMAN HELPER**

**DISPUTE: CLAIM OF CARRIER:**

"Claim of the Great Northern Railway Company that its action in distributing the overtime work of truck driving equally among the several employees of the carmen and carman helper craft at Great Falls rip track, which work had previously been performed by Carman Helper Victor H. Truax, was in accordance with and authorized by the provisions of the applicable negotiated rules and agreements."

**CARRIER'S STATEMENT OF FACTS:** The overtime work which is involved in this dispute, consisted of driving the truck which was used to haul men, tools and equipment from the Great Falls Car Department to locations on the road where emergency repairs to freight cars were necessary. The truck driver also assisted the mechanics in making the necessary repairs.

Emergency road work by employees of the car department is necessary from time to time both during the regular working hours and during overtime hours. When such road work becomes necessary during working hours, any available and qualified employees of the car department are sent out. The same procedure is used when emergency road work is required during overtime hours, except where the employees involved have requested that such overtime be distributed in accordance with Rule 19(b), which reads as follows:

"Overtime will be distributed to employees on each shift by establishment of an overtime call list on each shift in accordance with their qualifications, and employees thereon will be used for overtime work in such rotation as to equally distribute it among them. Record of overtime work will be kept and made available to Chairman of the Shop Committee upon request for adjustment of inequalities of distribution."

Carrier's Exhibits C-1 and C-2 are memoranda of agreements which clarify the manner in which the above quoted rule is applied.

Such overtime call lists are usually established only where the employees involved request it. Even at points where an overtime call list is established, the employees and the local management usually determine that some overtime need not be distributed to the overtime call list.

That a bulletined job constitutes a new contract between the railway company and the successful bidder, and continues as such until the position is abolished or re-bulletined.

That since this ex-parte application is for an interpretation of the contract only, it is felt unnecessary to submit any proof of loss of wages.

**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 were given due notice of hearing thereon.

This dispute was initiated by Carman Helper Victor F. Truax in an effort to get a different interpretation than that asserted by the bargaining agencies.

In accordance with the Railway Labor Act as amended the carrier progressed this dispute to the Second Division of the National Railroad Adjustment Board. Hearing was held after due and proper notice to all parties to this dispute. Carman Helper Truax did not elect to appear or reply to the carrier's submission.

The instant overtime truck driving, being emergency road work, should have been equally divided among the carmen qualified to perform it. That interpretation is consistent with the long standing interpretation of Rule 19 (b) applied by the contracting parties. Mr. Truax has only such rights as the contract gives him.

#### AWARD

Claim of carrier sustained in accordance with the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman,  
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December 1959.