

Award No. 3531
Docket No. 3518
2-C&NW-EW-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. - C. I. O. (Electrical Workers)**

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That C. S. Jensen was unjustly treated and the provisions of the current agreement were violated when the Carrier refused to compensate him for one (1) hour each day at the rate of time and one-half.

2. That accordingly the Carrier be ordered to compensate C. S. Jensen or any other incumbent of the position assigned to him, for one (1) hour at the time and one-half rate of pay for each day the position was worked starting May 8, 1958 and continuing until the dispute is settled.

EMPLOYEES' STATEMENT OF FACTS: C. S. Jensen, hereinafter referred to as the claimant, is employed at the Clinton, Iowa, car shop by the Chicago and North Western Railway Company, hereinafter referred to as the carrier, as an electrician.

Prior to May 8, 1958, the claimant was assigned to operate an overhead electric crane and perform other electrical work, with an assignment of 7:00 A.M. to 12:00 Noon, and 12:30 P.M. to 3:30 P.M., Monday through Friday with rest days of Saturday and Sunday. This position was acquired by the claimant as a result of Bulletin No. 1, dated September 10, 1957, copy of which is submitted herewith and identified as Exhibit A-1.

Under date of April 30, 1958, the carrier posted Bulletin No. 6, abolishing the claimant's position effective May 7, 1958, copy of Bulletin No. 6 submitted herewith and identified as Exhibit A-2. On April 30, 1958, the carrier also posted Bulletin No. 5, readvertising the position abolished under Bulletin No. 6, with the hours of service changed to 8:00 A.M. to 12 Noon, and 12:30 P.M. to 4:30 P.M.

Under date of May 8, 1958, the claimant submitted bid for the position advertised in Bulletin No. 5 and advised he understood the position would be worked under protest.

The carrier submits that the claim in this case not being supported by schedule rules must of necessity be denied in its entirety.

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

The carrier or carrier 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.

Claimant bid for and was assigned to the position of General Electrician, Clinton Stores Department. Post: wheel shop, diesel shop, car shop.

The Organization asserts that in fact the position was under the Motive Power and Car Departments, hence under Rule 5 claimant's time for commencing and quitting work must be the same as that of the other men on that shift in those departments.

Electricians at Clinton hold point seniority, except in the Communications Department, so may perform work in any other department. The position was and previously had been advertised by and as in the Stores Department. The only work specifically shown to have been performed by claimant was the operation of an overhead crane equipped with a magnet which was located in the Wheel Shop and used to load into cars for removal of the discarded wheels which had been placed in a bin. Such discarded wheels belonged to the Stores Department.

So far as appears the position was properly advertised as in the Stores Department and Rule 5 does not apply to that department.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1960.