

Award No. 3707

Docket No. 3217

2-CRI&P-CM-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Carmen)**

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Carmen E. L. Farris and J. C. Mills were unjustly deprived of their rights to work their regular assigned 8 hour shift beginning at 7:30 A. M. to 12:00 Noon, 12:30 P. M. to 4:00 P. M. October 30, 1957.

2. That accordingly the Carrier be ordered to compensate Carmen E. L. Farris and J. C. Mills for eight (8) hours each at the applicable freight carmen's rate account of the aforesaid violation.

EMPLOYEES' STATEMENT OF FACTS: At Biddle, Arkansas the Chicago, Rock Island and Pacific Railroad, hereinafter referred to as the carrier, maintains a force of carmen and car inspectors. The car repair forces are regularly assigned on one 8 hour shift, with assigned hours 7:30 A. M. to 12:00 Noon, 12:30 P. M. to 4:00 P. M., Monday through Friday, rest days Saturday and Sunday. Carmen E. L. Farris and J. C. Mills, hereinafter referred to as the claimants, were regularly assigned by bulletin on the repair track 7:30 A. M. to 12:00 Noon, 12:30 P. M. to 4:00 P. M. Monday through Friday. On October 29, 1957 Car Foreman G. O. Everett directed the claimants not to report on their regular assigned car repair jobs on October 30, 1957 but to report to the train yard as car inspectors on the Midnight shift, starting at 11:30 P. M., October 30, 1957.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier, all of whom have declined to make satisfactory adjustment.

The agreement between the Chicago, Rock Island and Pacific Railroad Company and System Federation No. 6 Railway Employees' Department

of seniority under Rule 16 they were not entitled to it, and yet the organization seeks further pay for time not worked, or a double penalty, by claiming time on October 30, 1957 on their former vacated assignments. We submit under the circumstances in this case there is no rule in the agreement requiring payment to these claimants on their former assignment on October 30, 1957, 7:30 A. M. to 4:00 P. M., on the same day they were, through operation of Rule 16, working their new 11:00 P. M. to 7:00 A. M. shift to which they were properly assigned on October 28, 1957. See Awards 2340 and 2460 of your Board.

There is nothing in the agreement rules requiring the carrier to assign an employe so that he works the hours of his old and new assignments on a day he changed from one position to another and one shift to another under obligation of the bulletin rule. Nor does the forty hour work week agreement provide for more than a work week of forty (40) hours. The claimants worked full forty hours.

On basis of the facts in this case, the claim has no merit and we respectfully request declination thereof.

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 record in this case does not support the claimed violation of Rule 10. Claimants were properly assigned to a new position in accordance with Rule 16.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 6th day of March 1961.

DISSENT OF LABOR MEMBERS TO AWARD NO. 3707

On October 29, 1957 Car Foreman Everett directed the claimants not to report on their regular first shift, 7:30 A. M. to 12 Noon, on October 30, 1957 but to report to the train yard on the third shift at 11 P. M. on that date. It is true that the claimants were regularly assigned to the new positions in accordance with Rule 16 and properly paid for the change in shift in accordance with Rule 9, but the fact remains that when the carrier did not permit the claimants to work their regular first shift on the 30th they

were deprived of a day's work on that date in violation of Rule 10, which agreement rule it was the carrier's duty to carry out.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink