

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45312
Docket No. MW-47900
24-3-NRAB-00003-230323**

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

**(Brotherhood of Maintenance of Way Employees Division –
(IBT Rail Conference**

PARTIES TO DISPUTE: (

(Soo Line Railroad Company

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated beginning June 22, 2020 and continuing through August 27, 2020, when the Carrier arbitrarily changed the assigned starting time of a System Bridge and Building (B&B) Steel Crew (SOOSPPR1/1629) from 6:00 A.M. to 5:00 A.M., without agreement between the Carrier and Organization to change the starting time outside of the parameters of Rule 22(a) (System File C-75-20-370-01/2020-00017720 CMP).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimants B. Horstman, M. Buzdum, R. Paz, A. Schroeder, E. Currier, D. Dahlstrom and C. Rentz shall now each receive ‘... the differential in pay between Claimants’ applicable overtime rates of pay to which they were entitled from 5:00 a.m. to 6:00 a.m. each day beginning June 22, 2020, and continuing through August 27, 2020, and the Claimants’ applicable straight time rates of pay which they were actually paid.”**

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Rule 22a reads as follows:

The starting time of the work period for regularly assigned service will not be earlier than 6 a.m. nor later than 8 a.m., except the starting time may be otherwise arranged by agreement between representatives of the Organization and Management based on actual service requirements.

It is undisputed there was no actual agreement between the parties that would have permitted the starting time change in question. However, the Carrier asserted there was a practice permitting such time changes with the former general chairman, who retired prior to the disputed starting time change. However, the record does not contain any statement by the former general chairman to corroborate the practice nor does it contain any other kinds of evidence to verify the alleged prior practice. Accordingly, Rule 22a must control as written.

To the extent one or more of the Claimants were not entitled to the remedy described in the Statement of Claim or because they did not work during the claim period, the dispute is remanded to the parties to develop the details surrounding their entitlement to the remedy sought.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 29th day of August 2024.