

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**Second Division**

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'**  
**DEPARTMENT, A. F. OF L. (MACHINISTS)**  
**ILLINOIS CENTRAL SYSTEM**

**DISPUTE: CLAIM OF EMPLOYEES.**—Request that Machinist H. A. Lowe and Machinist Apprentice Ed Rosselle, required to work on Sundays in making repairs to cranes, presses in the blacksmith shop, and other assigned machines, in the back shop at Paducah, Kentucky, be paid for Sunday work at the rate of time and one-half instead of at the pro rata rate, commencing Sunday, February 16, 1936.

**JOINT STATEMENT OF FACTS.**—On February 6, 1936, Master Mechanic Royal issued two bulletins calling for applications for one machinist and one machinist apprentice to be assigned to work regularly on Sundays in making repairs to cranes, presses in the blacksmith shop, and other assigned machines, in the back shop at Paducah.

Machinist H. A. Lowe and Machinist Apprentice Ed Rosselle were assigned to the Sunday work, commencing Sunday, February 16, 1936. The employees' representatives requested that these two employees be paid for the Sunday work at the rate of time and one-half, instead of at the pro rata rate. The carrier declined the request.

**POSITION OF EMPLOYEES.**—There are no seven (7) day regular assigned jobs in Paducah new shop. There are no millwright gangs employed in Paducah new shop. Paducah back shop does not operate on Sundays and holidays; only such machinists, helpers, and apprentices who are notified by their foreman, and should be paid time and one-half rating for such services performed.

Committee contends that the Illinois Central management were not within their rights by bulletining seven (7) day jobs for machinists and apprentices in Paducah new shop.

Rule 3 in our present agreement is as follows:

**"OVERTIME**

**"RULE 3.** All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved; except as may be provided in rules hereinafter set out.

"Work performed on Sundays and the following legal holidays, viz: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered a holiday), shall be paid for at the rate of time and one-half, except that employees necessary to the operation of power houses, mill wright gangs, heat treating plants, train yards, running repair and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays and men called to fill their places on such regular assignment, will be compensated on the same basis as on week days. Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad."

**POSITION OF CARRIER.**—The facts in connection with this claim are as set up in the joint statement. The employees' representatives have based their request on Rules 3 and 13 of the schedule agreement. Rule 3 is quoted in the "Position of Employees." Rule 13 reads as follows:

## "DISTRIBUTION OF OVERTIME

"RULE 13. When it becomes necessary for employes to work overtime, they shall not be laid off during regular working hours to equalize time. At points where sufficient number of employes are employed, employes shall not work two (2) consecutive Sundays (holidays to be considered as Sundays). Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally (such record to be available to Committee.)"

It will be noted from the joint statement the Sunday work to which Machinist Lowe and Apprentice Rosselle are assigned consists of making repairs to cranes, presses in the blacksmith shop, and other assigned machines in the back shop at Paducah. The Hawkins' Mechanical Dictionary defines millwright work, as follows:

*"Millwright.*—A mechanic employed in the installation or repair of machinery in a mill. In former days, a knowledge of carpentry, blacksmithing, and lathe work was imperative in addition to the work of the fitter or erector, and in England and Scotland the millwright is apprenticed to learn all these branches."

Therefore, the work performed by these two employes is properly classified as millwright work, which is specifically covered by Rule 3 quoted above.

As regards Rule 13 quoted above: At conference between the president of System Federation No. 99 and the general superintendent of motive power, on January 15, 1936, the president of System Federation No. 99 requested that the men on seven day assignments not be required to rotate or divide the Sunday time. His request was granted, and appropriate instructions issued on January 17, 1936. Therefore Rule 13 is not involved in the case.

The primary purpose of the second paragraph of Rule 3 quoted above is to permit the carrier to work certain forces on Sundays and holidays on a straight time basis on such work as is necessary for the continuous operation of the railroad. The work outlined in the "Joint Statement of Facts" is necessary for the continuous operation of the railroad in order to take care of the repairing of cranes, presses, and other machines which cannot be repaired during the week without putting the machines out of operation, which would necessitate permitting the operators to remain idle or sending them home. This would seriously interfere with the output of the shop work. Machinist Lowe and Apprentice Rosselle were regularly assigned to the work by bulletin as provided by Rule 3, and their claim for pay at the rate of time and one-half for service performed on Sundays cannot be justified by any schedule rule, or from any other viewpoint.

We respectfully ask that the claim be denied.

**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.

Rule 3 of agreement permits the assignment of "millwright gangs" to work Sundays and holidays at straight time rate of pay. The assignment must be made by bulletin to work all Sundays and holidays.

Rule 44 of agreement prohibits the working of overtime by apprentices during the first three years of their apprenticeship.

## AWARD

Prior to time assignment of machinist was made as per above findings, time and one-half will be paid for Sundays or holidays worked. After assignment of machinist was made as per above findings, straight time will be paid for Sundays and holidays.

Only fourth year apprentices can be assigned to work Sundays and holidays under Rule 3, and when properly so assigned will be paid on same basis provided for in first paragraph of this award.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: J. L. MINDLING  
*Secretary*

Dated at Chicago, Illinois, this 16th day of October, 1936.