

Award No. 388

Docket No. 390

2-B&Ar.-FT-'39

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 102, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS, BOILER-
MAKERS, BLACKSMITHS AND SHEET METAL WORKERS)**

BANGOR AND AROOSTOOK RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: Management is without right to change starting time of employees working under agreement with System Federation No. 102, except on mutual basis as agreed to by official in charge and local committee.

All men required to start before the starting time which was agreed to by official in charge and local committee, shall be paid time and one-half on the minute basis for all time worked during the period prior to the agreed starting time, with a minimum of one hour.

EMPLOYES' STATEMENT OF FACTS: There is an agreement in effect between System Federation No. 102, Railway Employees' Department, A. F. of L., and the Bangor and Aroostook Railroad. The effective date of that agreement was October 18, 1938. The agreement covers rates of pay and working conditions of the following craftsmen: Machinists, Boilermakers, Blacksmiths and Sheet Metal Workers.

Included in that agreement is Rule 2, which reads as follows:

"When one shift is employed the starting time shall be not earlier than seven A. M. nor later than eight A. M., except that when exceptions of the service require a different starting time for certain employees, such starting time shall be as mutually agreed upon between the official in charge and the local committee. The time and length of the lunch period shall be subject to mutual agreement."

Rule 3 reads as follows:

"Where two shifts are employed, the starting time shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements. The time and length of the lunch period shall be subject to mutual agreement."

Rule 4 reads as follows:

"Where three shifts are employed, the starting time of the first shift shall be governed by Rule 2 and the starting time for each following shift shall be regulated accordingly.

The spread of each shift shall consist of 8 consecutive hours, including an allowance of 20 minutes for lunch within the limits of the fifth hour.

Rule No. 5—Uniform Commencing and Quitting.

The time established for commencing and quitting work for all men on each shift shall be the same at the respective points except as permitted by Rule 2, but where three shifts are worked by running repair forces, and two shifts by back-shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of the back-shop forces will be governed by the provisions of Rule 3."

It should be noted that no reference is made to Standard Time in these rules; that the starting time, lunch period, etc., were arranged in conference between the officers and the representatives of the men; that by vote of the town of Milo, Daylight Saving Time was adopted from April 30, 1939, to September 24, 1939, and that under Daylight Saving Time the men are reporting at the same time and taking their lunch period at the same time that the agreement provides for.

I submit as Exhibit No. 1 a copy of Bulletin No. 876 issued by our mechanical superintendent, advising the employes of the adoption of Daylight Saving. The town clocks and the clocks in our shops were set ahead one hour to comply with the Daylight Saving regulations.

Some of the employes objected to running the shops on Daylight Saving, and after a conference with them, it was decided to take a vote of the employes as we had done in previous years to see whether a majority of them were in favor of Daylight Saving or of Standard Time.

I submit as Exhibit No. 2 copies of the lists of employes, including supervisors, who voted on this question. At the head of this list is a statement of the question to be decided. The vote was taken by H. F. Norton, valuation accountant, and G. H. Ellis, statistician, on April 25 and 26, 1939. These men were instructed that they were not to enter into arguments with the men, but simply ask them to vote "YES" if they wanted Daylight Saving, and to vote "NO" if they did not want it. Of the number of men voting, 152 voted YES, 65 voted NO, and one voted neutral, and there were eight absent. Summary of the vote is as follows:

	Yes Vote	No Vote	Neutral
Car Shop	63	22	
Clerks and Supervisors	30	1	1
Machine Shop	35	33	
Stores Department	24	9	
Totals	152	65	1

The vote was overwhelmingly in favor of Daylight Saving Time.

The company maintains that it has not changed the starting time of its men as they are still starting at 7:00 o'clock A. M.; that the arrangement is satisfactory to a large majority of the men; that they are working the same hours as the other industries in the town; that a great majority of the communities along our road are working on Daylight Saving Time; and that the claim of the employes should 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.

The parties to said dispute waived right of appearance at hearing thereon.

The rules of agreement do not support the claim.

Any complication which may arise by reason of changing from Standard to Daylight Saving Time becomes a matter subject to negotiation between the parties.

AWARD

Claim for compensation denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of October, 1939.