

Award No. 596

Docket No. 587

2-B&M-MA-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: That the carrier is without right to make regular assignments of less than the bulletined hours of the force at a respective point.

That Myron Brooks, machinist helper, should be compensated the difference between what he earned and what he would have earned had he been working the bulletined hours during the period covered by this dispute.

That Myron Brooks should be further compensated for five days because of not being given any notice at time of furlough.

JOINT STATEMENT OF FACTS: East Deerfield enginehouse is a three shift point working fifty-six (56) hours per week. The force is assigned to a forty-eight (48) hour week.

On April 24, 1940, there was a notice of force reduction posted effective May 1, 1940. The reduction in force affected two machinists and three machinist helpers as well as men of other crafts.

Machinist William Casey who was affected by the reduction, being one of the junior machinists, was left with no regular assignment and the same thing applied to Myron A. Brooks, who was one of the junior machinist helpers; he was left without any regular assignment.

There are quoted as joint exhibits:—

—1—

Greenfield, Mass., May 1, 1940.

Mr. H. F. McFarland,
General Foreman,
East Deerfield, Mass.

As we believe any jobs of less than six days is contrary to Rule No. 21, we ask that you comply with it.

We also believe the same rule will apply when working a man for one day or more on relief jobs and claim he would be entitled to a five day notice.

Percy W. Moore,
Chairman of Committee.

It is the position of the management that part of Rule 21 has no application to this case, but it was intended to apply to cases where under first paragraph of Rule 21 **hours were reduced** instead of force.

There has been no claim by the committee in handling the case on the property, that the reduction in force effective May 1, 1940 was not properly made under Rule 21.

The complaint and claim result from Brooks working but four days (32 hours) a week and Casey working but three days (24 hours) a week, instead of both working six days (48 hours) a week.

For several years, to help the unemployment situation, we have where practical, used relief men on seven-day a week jobs one day a week. At an enginehouse where there were twelve seven-day machinists' jobs, two relief jobs were established, each relief job would relieve six seven-day machinists one day a week, making fourteen regular six-day jobs; but if there were only ten machinists' jobs, one relief man would only relieve four seven-day machinists and be paid for actual hours worked. Often machinist with four-day a week assignment would work two or three additional days in place of some absent man.

This relief arrangement has been generally satisfactory and since System Federation No. 18 took over the contract they have not asked that it be discontinued generally. In fact, there has been some agitation by the organization to restrict men to six days' work a week.

After these claims had been progressed and declined by some of the officers handling such matters, in order to save company money in event adverse decision was rendered by this Board, it was decided to have men who Brooks and Casey relieved work seven (7) days a week.

At one time during the handling of the case on the property, the committee alleged that Brooks and Casey were called to the general foreman's office and given assignments of four and three days respectively.

The general foreman's statement in response to that is:—

"Machinist Casey or Machinist Helper Brooks were not called to General Foreman's office and given assignments. On the notice of reduction in force Machinist Casey was notified he would revert back to spare work and Machinist Helper Brooks was displaced by another man who had been displaced account of reduction of force and both these men were out of a job, and both came to me and asked to be allowed to cover these vacancies in question as they had no other job and said if allowed to cover these jobs they would be making something. I explained to both Casey and Brooks that I could not assign them to these vacancies as there were only three days for a Machinist and four days for a Helper and both men understood this and knew they were just filling in for the regular men. I also told these men, they could be called but they both knew the vacancies would exist for several weeks and decided to show up for the job with the understanding if any other vacancies became available account regular men being off they were to cover those vacancies and we would protect the vacancies they were covering."

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 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 were given due notice of hearing thereon.

Rule 21 provides that the hours may be reduced to forty (40) per week; therefore, it is improper to assign men to regular employment of less than forty (40) hours per week without agreed to modification of Rule 21.

AWARD

Paragraphs 1 and 2 of the claim sustained. Paragraph 3 of claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 25th day of March, 1941.