

Award No. 1292

Docket No. 1213

2-CRI&P-FT-'49

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Harold M. Gilden when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 6, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Federated Trades)**

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYES: 1. That at Burr Oak Roundhouse, Blue Island, Illinois, the shift with lunch period of thirty minutes, which ends at 4 P. M. and the shift beginning at 8 P. M., then changed to begin at 7:30 P. M.—also again changed to begin at 8 P. M., are not authorized by the current agreement.

2. That accordingly the carrier be ordered to—

- (a) Additionally and daily pay time and one half on the actual minute basis to each employe of the six shop crafts who performed service from 3:30 P. M. to 4:30 P. M. Starting with September 25, 1947, to and including November 9, 1947.
- (b) Additionally and daily pay time and one half on the actual minute basis to each such employe of the six shop crafts who performed service from 3:30 P. M. to 4 P. M. retroactive to November 10, 1947.
- (c) Disestablish the 8 P. M. shift.

EMPLOYES' STATEMENT OF FACTS: Prior to September 25, 1947, the carrier operated in the Burr Oak roundhouse at Blue Island, Ill., three (3) consecutive 8-hour shifts of running repair and inspection forces, each shift beginning at 7:30 A. M., 3:30 P. M. and 11:30 P. M. respectively.

On September 23, 1947, the carrier placed on the bulletin the following instructions:

"NOTICE

**Blue Island, Illinois
Sept. 23, 1947.**

To All Shopmen:

Effective September 25, 1947, Round House forces at Burr Oak Roundhouse will go on two (2) shifts with the exception of the following positions who will continue on three (3) shift basis.

Where three shifts are worked by running repair forces and two shifts by the back shop forces, the commencing time of the second shift of the back shop forces may immediately follow the first shift or at any time thereafter but not later than 12 midnight.

Three eight hour shifts may be established under the provisions of Rule 2 (c) when necessary for continuous operation of power houses, millwright gangs, heat-treating plants, train yards, running repair and inspection forces (not repair tracks) without extending the provisions of Rule 2 (c) to the balance of the shop forces.

NOTE: It is agreed that the requirements of Rules 2 and 3 may be waived at small terminals and outlying points and/or in certain extraordinary cases when service requirements will govern subject to change through negotiations on request of the general committee."

We contend that the last paragraph of Rule 3 is applicable and permits the carrier to have its inspection forces assigned three shifts whereas the other forces may be assigned two shifts. This paragraph of Rule 3 specifies that three eight hour shifts may be established under the provisions of Rule 2 (b) when necessary for continuous operation of running repair and inspection forces without extending the provisions of Rule 2 to the balance of the shop forces.

We have stated to this Board (Docket 1184-CRI&P-FT) that the foregoing conclusion was in our opinion properly premised on the language of the rule and the exhibit we there introduced. The Board has indicated it does not concur in this view. (Award 1241)

We urge that there can be no claim in behalf of the men mentioned in Mr. Thompson's letter whose names are listed above inasmuch as the agreement authorizes two shifts. Petitioner is evidently contending that the few employes known as engine inspectors are the criteria or standard by which the many claimants are governed. We maintain that the claim before the Board in this docket is not sustainable under the rules of the controlling agreement.

We also submit that that portion of the claim which requests the Board to order this carrier to disestablish the 8 P. M. shift is improper inasmuch as the Board is without authority to order the carrier to refrain from doing that which it is specifically authorized to do in the agreement.

We respectfully petition your Board to deny this claim.

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 were given due notice of hearing thereon.

The substance of the claim in this case is identical to that involved in Award 1241. The same principles are involved in both cases despite the superficial differences in language of the bulletins posted at Burr Oak and Des Moines. The similarity in the two situations was referred to in the organization's letter of January 17, 1948, and on February 14 the carrier accepted the suggestion that the Des Moines award should also apply to Burr Oak. In other words, the parties themselves recognized that the principles involved in this dispute were no different than those present in a case then pending before this Division, and they agreed that the decision in the one case would also control in the other.

The Second Division is not aware of any adequate reasons which support a reversal of the findings made in Award 1241. Accordingly, it is concluded that on and after the effective date of the bulletin of September 23, 1947, establishing a two-shift arrangement at Burr Oak, the scheduling of engine inspectors and leadmen on a three-shift basis was not in compliance with Rule 3 of the agreement.

AWARD

Claim to be disposed of in accordance with the above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of January, 1949.