

Award No. 1832
Docket No. 1719
2-AT&SF-EW-'54

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY (Eastern Lines)**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the hours of assignment and lunch period of Electrician M. C. Waldie were improperly changed on and subsequent to June 1, 1953.
2. That accordingly the Carrier be ordered to:
 - a) Restore the aforesaid Electrician to hours of assignment and lunch period he was assigned to prior to June 1, 1953.
 - b) Compensate the aforesaid Electrician in the amount of one (1) hour's compensation at the applicable rate for each day he is improperly assigned, retroactive to June 1, 1953.

EMPLOYEES' STATEMENT OF FACTS: Prior to June 1, 1953, Electrician M. C. Waldie, hereinafter referred to as the claimant, an hourly rated employe, was working an assignment of 7:30 A.M. to 3:30 P.M., with 20 minute lunch period furnished all employes in the coach yards, 21st Street, Chicago, which the claimant was a part. Subsequent to June 1, 1953 the claimant's hours from 7:30 A.M. to 3:30 P.M. of assignment were changed to 7:30 A.M. to 4:00 P.M., requiring a 30-minute lunch period, which was not furnished.

The agreement dated August 1, 1945, as amended January 22, 1946, September 1, 1949 and June 1, 1953 is controlling.

POSITION OF EMPLOYEES: It is submitted that under Rules 4 and 5 (a) of the agreement effective August 1, 1945 and Item 5, Paragraph (a) and Item 8 of the Memorandum of Agreement No. 8, effective June 1, 1953, reading as following:

general direction of Mr. J. A. Parkinson, general superintendent of communications. The employes cite Rule 5 (a) of the general agreement as supporting their position. That rule is clear in its language as applying only to the mechanical department. It specifically sets out that * * * either the Car or Locomotive Department forces shall have the same starting and quitting time" and further explains that where there are, in addition to the repair track or back shop forces, running repair and roundhouse forces, the hours of all such employes need not be the same as to starting or stopping work. The deviation from the standard starting and stopping rule is fully set out in Item (3) of Appendix "B" to the general agreement, from which it will be clearly seen that there are deviations provided for within the mechanical department itself and that it was never intended that the forces of the mechanical department and communications department should have the same starting and quitting time any more so than would water service employes and shop extension forces, whose services likewise are all covered by the shop crafts' agreement, have the same starting and quitting time as the local mechanical department forces.

As a matter of fact, the instant dispute or present contention has arisen purely and solely because of the transfer of certain mechanical department employes to the jurisdiction of the communications department, all as a result of Memorandum of Agreement No. 8. Prior to that time certain work now under the jurisdiction of the communications department was under the supervision of the mechanical department, and in order to give such mechanical department employes as could qualify to handle the work, an opportunity to get into the communications department, Memorandum of Agreement No. 8 was negotiated. Employes accepting transfer to the communications department assume the hours of assignment of the communications department employes, have their names added to the communications department electricians' seniority roster and are carried on the payroll of that department. Consequently, the Board should deny this claim for the following reasons:

- (1) Because the agreement does not contemplate that mechanical department and communications department employes start and stop work at the same time.
- (2) That during the life of the agreement the employes of the two departments have always been considered separate and distinct.
- (3) Electrician Waldie requested transfer from the mechanical department to the communications department and thereby accepted the hours of assignment of the communications department employes, has his name carried on the communications department seniority roster and is carried on the payroll of that department.

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.

Prior to June 1, 1953, claimant was employed as an electrician in the Coach Yards, 21st Street, Chicago, Illinois, with assigned hours 7:30 A. M. to 3:30 P. M. with a 20-minute lunch period furnished. On or after June 1, 1953, claimant was assigned to the Communications Department at his request with assigned hours 7:30 A. M. to 4:00 P. M., with a 30-minute lunch

period which was not furnished. The organization requests that claimant's assigned hours 7:30 A. M. to 3:30 P. M. be restored and that he be paid one hour's compensation from June 1, 1953.

The dispute involves Memorandum of Agreement No. 8 which became effective June 1, 1953. By this agreement electricians were permitted to transfer to the Communications Department. They assumed seniority in the Communications Department when they were assigned to that Department, retaining their seniority as an electrician. The memorandum agreement also had the effect of transferring employes performing work on music equipment on trains to the Communications Department payroll, seniority roster, and supervision.

An electrician transferred to the Communications Department necessarily took the assigned hours of that department which were 7:30 A. M. to 11:30 A. M. and 12:00 Noon to 4:00 P. M. He had no valid claim to work in the Communications Department on the hours assigned to the electricians. The fact that some of the work formerly performed by electricians was transferred to the Communications Department does not change the meaning of the rules governing the hours of assignment. The work transferred becomes subject to the rules of the Communications Department.

The electricians were worked three shifts around the clock and were governed by the rules applicable to a three-shift operation. The Communications Department, however, takes advantage of the rules governing two-shift operations as it has a right to do. We find no rule that requires the Communications Department to have the same hours of assignment as the electrical forces. By accepting an assignment in the Communications Department, claimant accepts the hours of assignment of that department as well. Claimant was properly assigned and he has no basis for claim.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of August, 1954.