

The Second Division consisted of the regular members and in addition Referee Raymond E. McAlpin when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company is violative of Rules 1 and 2 of the June 1, 1960 controlling agreement on February 21, 1984 and continuous when they changed Electricians L. J. Alston, G. R. Kipp, L. N. Hill, Jr., E. Murski, M. Trocko, J. R. Walker, D. R. Fry, C. E. Rice, C. E. Martin, L. D. Barnett, R. J. Salazar, and J. Moore assignment from 7:00 a.m. to 3:00 p.m. with a 20-minute lunch period to 7:00 a.m. to 12:00 noon, 12:30 p.m. to 3:30 pm with an assigned 30-minute lunch period and did not assign rest days with preference in favor of Saturday and Sunday.

2. That, accordingly, the Missouri Pacific Railroad Company be ordered to compensate thirty (30) minutes at time and one-half of the present rate of pay continuous until the violation is corrected in favor of the following Electricians assigned to the twelve jobs taking 30 minutes off for lunch: L. J. Alston, G. R. Kipp, L. N. Hill, Jr. - (1) day per week, J. E. Murski, M. Trocko, J. R. Walker, D. R. Fry, C. E. Rice, C. E. Martin, L. D. Barnett, R. J. Salazar and J. Moore - (3) days per week.

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 employes 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 waived right of appearance at hearing thereon.

This case involves 12 Electricians at the Carrier's repair facility at Keystone, Texas. On February 21, 1984, all crafts were notified of a schedule change. The running repair facility was changed from a two shift operation to a one shift operation. For many years, the employees had worked an eight hour day with a twenty minute paid lunch. With the single shift operation, the employees were scheduled for eight and one-half hours with a thirty minute unpaid lunch.

The Organization argued the Carrier has violated Rules 1 and 2 of the Controlling Agreement, and in particular, Rule 2 (d), which states:

"(d) When three shifts are employed, the starting time of the first shift will not be earlier than 7:00 A.M. nor be later than 8:00 A.M., and the starting time of the other shifts would be regulated accordingly. Each shift will work straight through and will be allowed not to exceed twenty minutes for lunch between the beginning of the fourth and the ending of the sixth hours with pay. This applies only to employees working on running repairs in engine houses and train yard forces."

The Organization contended that the last sentence of this Rule prohibits the Carrier from working single shifts in running repair facilities. In addition, Rule 1 Section 2 requires a preference for Saturday and Sunday rest days and states in pertinent part:

". . . the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday"

The Carrier argued the volume of work at this running repair facility is low. Several years prior to this incident, the Carrier had reduced the running repair facility to two shifts, but kept the paid lunch. Now the second shift has been eliminated. The Carrier states it needs the full eight hours from the craft employees to get all the work that is available completed. The Carrier notes that it has various facilities on its system that have different crafts on different schedules.

Upon complete review of the evidence, the Board finds the Carrier is operating a service track at this same location on an around-the-clock schedule. While there is some crossover, the Board finds the service track and running repair operation are two separate facilities. A careful reading of Rule 2 (d) shows no language that would require the Carrier to run a three-shift operation at the running repair facility. Since the Carrier has the right to schedule shifts, Rule 2 (c) would apply and the Board finds the Carrier has not violated the Controlling Agreement. With respect to the Organization's claim that the Carrier did not give appropriate preference to Saturday and Sunday, of the twelve jobs that were bulletined, five had Saturday and Sunday off, three had Saturday and Sunday off along with an additional day, and four jobs had neither Saturday nor Sunday off. There is no evidence contained in the record to show that this schedule does not comply with Rule 1 Section 2 (a) of the Controlling Agreement. Therefore the Claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 27th day of August 1986.