

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rule 2(D) of the Controlling Agreement at Houston, Texas, February 21, 1984, when they arbitrarily changed the work shift at that point.

2. That the Missouri Pacific Railroad Company be ordered to compensate Carman A. R. Smith in the amount of 30 minutes per day at time and one-half beginning on February 29, 1984, and continuing until violation is corrected.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

On February 21, 1984, the Carrier changed from a three shift operation to a one shift operation at its repair facility in Houston, Texas. The Claimant, an engine carpenter, was transferred from an eight hour shift with a twenty minute paid lunch to an eight and one-half hour shift with a thirty minute non-paid lunch.

The Organization contends that this is a violation of Rule 2 (c) and (d) of the Controlling Agreement which reads as follows:

"(c) Where one and two shifts are employed, the time of the lunch period will be within the beginning of the fourth and the ending of the sixth hour and the length of the lunch period will be subject to mutual agreement but will not be less than thirty minutes nor more than one hour. The lunch period under this rule will not be paid for unless worked.

(d) Where three shifts are employed, the starting time of the first shift will not be earlier than 7:00 A.M. nor later than 8:00 A.M., and the starting time of the other shifts will 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 ending of the sixth hours with pay. This applies only to employees working on running repairs in engine houses in train yard forces."

The Organization notes the Claimant works not only inside, but outside on the service repair track. The service repair track is a part of a three shift operation. The Rule does not require three shifts of the same craft to be working. The Organization notes the three shift operation has been in effect for thirty-four years and it is only now that the Carrier is making this change. In support of their argument, the Organization cited Second Division Award 6480.

The Carrier argues that this Claim involves a single position on a one shift operation, therefore, Rule 2 (c) would apply. 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 this is essentially the same Claim by a craft as contained in Second Division Award 10968. In that case, the Board found that the Carrier had the right to change the shift schedule due to the volume of work at the facility. The service track and the running repair operation were found to be two separate facilities. With respect to the Organization's Claim that the Claimant worked both at the running repair and the service facility, there is no showing as to what percentage of the Claimant's time was involved in each facility, therefore, the Board is not able to judge this argument. 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.