

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)
ILLINOIS CENTRAL SYSTEM

DISPUTE: CLAIM OF EMPLOYES.—Electrician apprentices at Weldon Yard should work the same hours as the journeymen electricians on the day shift, eight consecutive hours, and allowed twenty minutes for lunch without loss of time.

JOINT STATEMENT OF FACTS.—Journeymen electricians are assigned to work 8:00 A. M. to 4:00 P. M., with twenty minutes for lunch. Electrician apprentices are assigned to work 8:00 A. M. to 12 Noon, and 12:30 P. M. to 4:30 P. M.

POSITION OF EMPLOYES.—It is the contention of the employees that the carrier has in this instance violated Rule 2 of the current agreement with System Federation No. 99, which reads as follows:

"There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by agreement between the local officers and employees' committee based on actual service requirements.

"The time and length of the lunch period shall be subject to agreement, within the limits of the fifth hour, except where three shifts are employed, when the lunch period shall be twenty minutes without loss of time."

There are three (3) established shifts for electrical workers at Weldon Yards, namely, 8:00 A. M. to 4:00 P. M.; 4:00 P. M. to 12:00 midnight; 12:00 midnight to 8:00 A. M.

It is the position of the employees that all electrical workers at Weldon Yards should start work and stop work at the same time and should be granted twenty (20) minutes for lunch without deduction in pay in accordance with the second paragraph of Rule 2 as above quoted; that the agreement between the carrier and employees on the Illinois Central System covers all employees within its scope, including mechanics, helpers and apprentices, and apprentices are entitled to the same consideration as the other classes mentioned.

POSITION OF CARRIER.—We have employed in our Weldon Passenger Yard at Chicago, Illinois, twenty-one electricians and four electrician apprentices. The hours of assignment of these employees are as follows:

Electricians, 1st Shift, 8:00 A. M. to 4:00 P. M.

Electricians, 2nd Shift, 4:00 P. M. to 12:00 Midnight.

Electricians, 3rd Shift, 12:00 Midnight to 8:00 A. M.

Electrician Apprentices, 8:00 A. M. to 4:30 P. M.

The journeymen electricians on three shifts, relieving preceding shifts, are allowed twenty minutes for lunch at whatever time their work will permit, without loss of time, in conformity with Rule 2 of our agreement.

The electrician apprentices (all on one shift) are allowed thirty minutes for lunch period with deduction of time, within the limits of the fifth hour, and are paid for eight hours work within a spread of eight and one-half hours, conforming, we believe, with Rule 2 of our agreement.

The rule provides that where three shifts are employed, the lunch period shall be twenty minutes without loss of time, but since only one shift of apprentices are employed in our Weldon Passenger Yard at Chicago, the exception is not applicable to them, and they are not entitled to twenty minutes for lunch without loss of time.

In our handling of this case with the employees' representatives, it has been their contention that the electrician apprentices should be assigned to work the same hours and have the same lunch period as the journeymen electricians

on the first shift. There is nothing in the schedule agreement, or elsewhere, to support such a contention.

Rule 2 of the schedule agreement provides that where three shifts are employed, the lunch period shall be twenty minutes without loss of time. Only one shift of apprentices are employed in our Weldon Passenger Yard at Chicago, and the lunch period of thirty minutes is properly within the limits of the fifth hour, therefore, we feel this rule is being complied with in its entirety.

The hours of assignment and lunch periods of apprentices are based on actual service requirements, as provided for in the schedule agreement and are such that they are not required to work alone. Journeymen electricians are on duty with the apprentices at all times, so that they may secure proper training. We are carrying out the purpose and intent of the rules of the schedule agreement, there are no good grounds for the complaint, and we respectfully ask that the employees' request be denied.

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.

Rule 2 provides that one, two, or three shifts may be employed, and that where three shifts are employed, the lunch period shall be twenty (20) minutes without loss of time.

There were three shifts employed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 4th day of June, 1936.