

Award No. 638
Docket No. 608
2-DL&W-EW-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John P. Devaney when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 78, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**THE DELAWARE, LACKAWANNA AND WESTERN
RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That monthly rated electricians should be compensated at time and one-half for services rendered after regular working hours in accordance with Rule 4, Maintenance of Way agreement, December 3, 1935.

JOINT STATEMENT OF FACTS: The railroad company employs electrical workers in the traction substation subdepartment under the Maintenance of Way Agreement of December 3, 1935, as supplemented by an agreement dated December 12, 1938, among whom are four (MacMillan, Heath, Norman and Ciliberti) who are paid on a monthly basis. MacMillan, Heath and Norman are assigned as substation operators, the first two working from 8:00 A. M. to 4:00 P. M., and the latter two from 4:00 P. M. to 12:00 Mid-night, six days per week. These eight-hour shifts include twenty minutes for lunch. Ciliberti is assigned as an electrical tester and works from 8:00 A. M. to 5:00 P. M., six days per week, with one hour off for lunch. Occasionally these four men are required to work after their regular working hours for which they receive no additional compensation over and above their regular monthly salary.

From January 1, 1939, to March 29, 1940, these four employees worked additional hours as follows:

MacMillan	April 12, 1939—8 hours
	May 15, 1939—7 hours
Heath	April 30, 1939—4 hours
Ciliberti	Dec. 29, 1939—2½ hours
	Dec. 30, 1939—8 hours
	Jan. 4, 1940—4 hours
	Jan. 22, 1940—7 hours
	Jan. 23, 1940—4½ hours
	Feb. 26, 1940—1 hour

During the same period, from January 1, 1939, to March 29, 1940, the four employees did not work on account of sickness:

Norman	20 days
Heath	10½ days
MacMillan	3 days
Ciliberti	1 day

and no deduction in salary was made.

(1) A pro-rata reduction (based on a 30-day month) will be made in the monthly rates when working a short work week.

(2) Overtime at the punitive rate (based on a 30-day month) will be paid for work performed on the seventh consecutive day worked.

(3) An annual vacation period of two weeks with pay will be allowed. If the position is held less than one year, the vacation period will be at the rate of one day per month.

(4) The above provisions will also govern the position of "Tester," which is now paid at a monthly rate.

It was further agreed that this supplementary agreement will terminate upon the expiration of the existing monthly rates referred to above.

I am sending you this letter in duplicate and would ask that you return one copy to me after it has been executed by the General Committee.

Yours very truly,

(Sgd.) G. A. Phillips
Chief Engineer.

ACCEPTED FOR SYSTEM FED-
ERATION No. 78, RAILWAY
EMPLOYES DEPARTMENT,
AMERICAN FEDERATION
OF LABOR:

(Sgd.) J. H. Kavanaugh
General Chairman, Machinists

(Sgd.) Michael Jordan
General Chairman, Boilermakers
Secretary-Treasurer,
System Federation No. 78

(Sgd.) William Korsack
General Chairman, Blacksmiths

(Sgd.) Garrett J. Black
General Chairman,
Sheet Metal Workers

(Sgd.) Thomas Maddock
General Chairman, Electrical
Workers, President System
Federation No. 78

(Sgd.) Leo G. Smith
General Chairman, Carmen

ACCEPTED FOR THE DELA-
WARE, LACKAWANNA AND
WESTERN RAILROAD
COMPANY:

(Sgd.) G. A. Phillips
Chief Engineer.

(Sgd.) Richard Huddy
General Chairman, Firemen &
Oilers, Vice-President, System
Federation No. 78

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.

From a survey of events set forth in the record, the conclusion is forced that the agreement of December 12, 1938, supplementing that of December 2, 1935, provides the governing provision as to overtime of the employees here involved.

AWARD

Claim of employees denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of June, 1941.