

Award No. 756

Docket No. 684

2-NYC-FT-'42

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 103, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

THE NEW YORK CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That the first paragraph of Rule 6 of Shop Crafts Agreement was violated when the force of mechanics, helpers and apprentices was required to work after regular bulletined hours for straight time.

1st paragraph, Rule 6—"All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved."

Claim is herewith made at the rate of time and one-half for all mechanics, helpers and apprentices who worked Saturdays from February 1, 1941, to date shops returned to the six-day week.

JOINT STATEMENT OF FACTS: Under date of January 29, 1941, the following bulletin was posted in the locomotive shops at West Albany, N. Y.:

"Effective Saturday, February 1st, and until further notice, these shops will operate five days per week."

The five days per week were Monday to Friday, inclusive, during the life of this bulletin.

Concurrently, another bulletin was posted at the same location as follows:

"Effective February 1, 1941, the following employees are assigned to work six days per week, until further notice:"

Under this latter bulletin the names of the employees involved in this claim were listed, the list including the number shown in each of the following classifications:

94 Machinists	8 Electrical Workers
21 Machinist Helpers	1 Electrical Worker Helper
1 Machinist Apprentice	1 Electrical Worker Helper
1 Moulder	Apprentice
8 Boilermakers	16 Welders
7 Boilermaker Helpers	2 Oxy-acetylene Cutters
1 Boilermaker Helper Apprentice	7 Electric Crane Operators
6 Blacksmiths	7 Electric Truck Operators
6 Blacksmith Helpers	1 Carpenter
4 Sheet Metal Workers	2 Tender Frame Men
3 Sheet Metal Worker Helpers	2 Tender Repairmen Helpers
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	199 Total.

dium of force reductions. Surely, there would have been no point in granting the carrier the right, under Rule 27, Addendum No. 6 to Decision No. 222, to reduce its expenses by reducing shop hours to forty (40) per week if, by the operation of Rule 6, the carrier were to be so burdened with overtime payments for essential Saturday work that such method of reducing expenses would be rendered impractical from an economical standpoint.

Rule 6 itself contains no provision which can be construed as entitling employes regularly assigned to work on Saturdays to time and one-half for those days. The first paragraph deals with "all overtime continuous with regular bulletined hours." Obviously the work performed by these employes on Saturday was not "continuous with regular bulletined hours" because the Saturday hours were a part of the bulletined hours. Furthermore, the term "continuous with" can only be construed as dealing with a condition where there is no break in the continuity of service. The employes involved in this claim worked on Friday, were off duty from the regular quitting time on that day until the regular reporting time on Saturday, and worked the bulletined hours on the latter day. It would require a wide stretching of the imagination to associate these conditions with the overtime provision of the first paragraph of Rule 6.

The second paragraph of that rule relates exclusively to work performed on Sundays and holidays. The work here involved was performed on Saturdays. Obviously, this paragraph does not support the claim for time and one-half for the Saturday assignment.

The employes are relying upon Rule 6 in this case, but, as hereinbefore demonstrated, that rule does not support the claim. Neither that rule nor any other provision of the agreement requires the paying of time and one-half for regularly assigned Saturday work, and therefore the claim is entirely unwarranted.

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.

Under the current agreement, the carrier had a right to reduce the number of hours to be worked at the locomotive shops at West Albany, New York, to forty hours per week. This the carrier did on January 29, 1941, by posting a bulletin that the shops will operate five days per week, Monday to Friday, inclusive, and on the same day they posted another bulletin requiring 199 of their employes in the shops to work six days per week, or 48 hours per week. In other words, it is working part of its employes 40 hours a week and part of them 48 hours per week. This it cannot do under the agreement.

In Award 19 of this Division, the late Judge John P. Devaney sitting as referee, this Board held:

"That the provision of Rule 27 permitting reduction of hours to forty per week refers to the operation of the shop and not to the working hours of the men and does not authorize the staggering system established thereby."

The Division is of the opinion compensation should only be allowed from September 26, 1941.

AWARD

Claim is sustained and all mechanics, helpers and apprentices who worked Saturdays from September 26, 1941, to date shop returned to a six-day week are entitled to be paid at the rate of time and one-half for the Saturdays worked less the amount which they have been paid.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 20th day of April, 1942.