

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 10, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)
THE DENVER & RIO GRANDE WESTERN RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: That the assignment of running repair and inspection forces in the roundhouse to more than three shifts is improper, under the current agreement, and that accordingly the carrier be ordered to disestablish the 8 P.M. to 4:30 A.M. shift.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 27, 1947, the shifts and number of men employed on running repair work on locomotives in the roundhouse at Helper, Utah, were as follows:

	8 A.M. to 4 P.M.	4 P.M. to 12 M.	12 M. to 8 A.M.
Machinists	13	2	3
Mach. Helpers	12	2	3
Boilermakers	3	1	1
Blkrs. Helpers	4	1	1
Sheet Metal Wkrs.	2	1	1
Sheet Metal Wkr. Helpers	2	1	1
Electricians	1	None	None
Locomotive Carpenters	1	1	1
Loco. Carp. Helpers	2	1	1

Subsequent to January 27, the shifts and number of men employed on running repair in the roundhouse at Helper, Utah, has been as follows:

	8 A.M. to 4 P.M.	4 P.M. to 12 M.	8 P.M. to 4:30 A.M.	12 M. to 8 A.M.
Machinists	13	2	None	3
Mach. Helpers	12	2	None	3
Boilermakers	3	1	None	1
Blkr. Helpers	4	2	None	2
Sheet Metal Workers	2	1	None	1
Sheet Metal Wkr. Helpers	2	1	None	1
Electricians	1	None	None	None
Locomotive Carpenters	1	None	1	None
Loco. Carp. Helper	1	None	1	None

The agreement dated September 1, 1940, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted as disclosed by the above facts, that the carrier created four distinct shifts of running repair and inspection forces in this roundhouse, clearly inconsistent with the collective agreement, which does not authorize employing in such service more than three shifts, and

is the governing starting time rule covering the instant case, for the reason that since January 27, 1947, there have been but two shifts of locomotive carpenters and helpers employed in the enginehouse at Helper.

The carrier holds Rule 2 (c), which reads:

"(c) Where three shifts are employed, the starting time of the first shift will be governed by the provisions of paragraph (a) of this rule, and the starting time of the second and third shifts will be continuous therewith, unless otherwise mutually agreed upon by the management and the committee to meet the requirements of the service."

has no application to the claim at hand, for the reason it has application only in event three shifts of one or more crafts are employed at a particular point.

The reduction in force of one locomotive carpenter and helper on or about January 27, 1947, was due to a decrease in the number of locomotives handled, particularly on the second and third shifts.

The carrier is cognizant of the fact that at any enginehouse where three shifts of any one craft, each relieving the other, are assigned, it cannot require an employe of that craft to commence work at any time other than the starting time of each of the three shifts. However, the carrier holds that simply because it may have three shifts of one or more crafts—each relieving the other—at any one point, it is not compelled, in event two shifts of any one craft are all that are necessary to meet the requirements of the service, to have the second of the two shifts relieve the first shift following their tour of duty.

The carrier also holds, and Awards of various boards and tribunals support the statement, that if in its judgment, locomotive carpenters and their helpers—or mechanics and helpers of any other craft—are not needed on any one shift they need not be employed.

The carrier contends if only two shifts of locomotive carpenters are employed at any point the provisions of Rule 2 (b) are applicable and if three shifts of locomotive carpenters are employed at any point the provisions of Rule 2 (c) are applicable.

The carrier also contends that the proper application of Rule 2 (b) is that the second shift shall start immediately following the eighth working hour of the first shift or at any time thereafter to and including 8:00 P.M.; therefore, the claim should 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.

This dispute involves the number of shifts employed at Helper, Utah, in the carrier's roundhouse on running repair and inspection forces. Prior to January 27, 1947, there were three shifts employed—8 A.M. to 4 P.M.; 4 P.M. to 12 M.; 12 M. to 8 A.M. Subsequently, the carrier established an additional shift—8 P.M. to 4:30 A.M. for some of these forces which is in conflict with Rule 2 of the controlling agreement which provides for the establishment of one, two or three shifts, method of assignment, and regulates the starting time of each shift:

- “(a) Where but one shift is employed, ***
- (b) Where two shifts are employed, ***
- (c) Where three shifts are employed, ****”.

The establishment of a fourth shift as was done in the instant case, is in conflict with the agreement.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 18th day of May, 1948.