

Award No. 2861
Docket No. 2722
2-CMS tP&P-EW-'58

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)**

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement, and particularly Rule 1, the Carrier improperly established a fourth shift in the Electrical Craft at Western Avenue Coach Yards, Chicago, Illinois on July 25, 1956.

2. That accordingly the Carrier be ordered to:

(a) Additionally compensate Electricians H. Raffle and L. Potts at the time and one-half rate of pay for each hour worked in advance of the regular starting time of the second shift, which is 4:00 P.M., retroactive to and including July 25, 1956.

(b) Additionally compensate Electricians H. Raffle and L. Potts at the straight time rate of pay for one hour on each day they were denied to work from 11:00 P.M. to 12:00 midnight, a regularly assigned hour of the second shift, retroactive to and including July 25, 1956.

EMPLOYEES' STATEMENT OF FACTS: The Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the carrier, employed in their Western Avenue Coach Yards at Chicago, Illinois, three (3) shifts of electricians prior to July 25, 1956 as per the following:

1. First shift—8:00 A.M. to 4:00 P.M., 31 electricians and 8 electrician helpers.

2. Second shift—4:00 P.M. to 12:00 midnight, 3 electricians and 2 electrician helpers.

claimant electricians were assigned 3 P.M. to 11 P.M. and those are the hours which they worked during the period covered by the claim. They did not, at any time, work in advance of their regular working period nor were the claimants denied payment during any portion of their regular 8 hour period as the employes contend.

It is the carrier's position there is no justification whatever for this penalty claim which is based on the contention that rather than agree to a rearrangement of the starting time, based on actual service requirements, the employes have the privilege of demanding that the service requirements be met on the basis of working the employes overtime, or in other words, outside of their assigned hours. We maintain that in accordance with the provisions of Rule 1, the employes' committee was obligated to agree to rearrangement of the starting time to meet the actual service requirements. The claimants performed only 8 hours service on each day assigned, for which they have been paid. No additional compensation is due them under the schedule rules. We respectfully ask that the claim 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.

During the air conditioning season the carrier decided it was necessary to have two electricians at the union depot ahead of their agreed starting time of 4:00 P.M. When the organization was asked to agree, it held out for either a nine hour assignment or the creation of a depot job of eight hours. The carrier went ahead and ordered the men to start at 3:00 P.M. which they did, and for which they now claim time and one-half for the hour worked, plus straight time for the final hour not worked.

Rule 1 provides in part. . . . "There may be one, two, or three shifts, . . . the starting time of any shift shall be arranged . . . etc."

From the undisputed facts we conclude that this work assignment constituted an additional shift for these two men and that the starting time was not "arranged by mutual understanding." They were denied the final hour of work of their regular assignment and that part of their claim only should be sustained. They are not entitled to time and one-half for the first hour of their eight hours of work.

AWARD

Claim 1 sustained.

Claim 2 (a) denied.

Claim 2 (b) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1958.