Award No. 53
Docket No. 65
2-IC-CM-'36

NATIONAL RAILROAD ADJUSTMENT BOARD

Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L. (CARMEN)

ILLINOIS CENTRAL SYSTEM

DISPUTE: CLAIM OF EMPLOYES.—Request that the coach cleaners at Memphis, Tennessee, be allowed twenty minutes for lunch without loss of time.

JOINT STATEMENT OF FACTS.—Below is shown the number of coach cleaners employed at Memphis, the hours they work, and their lunch periods:

Number of coach cleaners employed	Hours worked	Lunch periods
22	8:00 A. M. to 4:30 P. M.	12:00 N. to 12:30 P. M.
10	6:00 P. M. to 2:30 A. M.	11:00 P. M. to 11:30 P. M.
4	11:30 P. M. to 8:00 A. M.	4:00 A. M. to 4:30 A. M.

POSITION OF EMPLOYES.—This case has been handled in accordance with the established practice of handling grievance cases on the Illinois Central System, and we contend that Rule 2 of the agreement between the Illinois Central Railroad and System Federation No. 99 is being violated by the carrier at Memphis, Tenn.

"RULE 2

"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 employes' 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."

POSITION OF CARRIER.—Prior to April 1, 1935, the coach cleaners on this railroad were not covered by any schedule agreement. However, the agreement negotiated with System Federation No. 99, Railway Employes' Department, A. F. of L., becoming effective April 1, 1935, included this class of employes under the jurisdiction of the Brotherhood Railway Carmen of America.

While the assigned working hours and lunch periods for coach cleaners prior to April 1, 1935, were not subject to agreement with any labor organization, it had been our practice for many years to have assigned working hours and lunch periods such as we have at Memphis for this class of employes in keeping with service requirements, and no protests were ever made on this account by the employes involved. Furthermore, it had been our general practice in the past to allow the twenty-minute lunch period without loss of time *only to employes working in continuous service on three shifts.* Other employes have lunch periods assigned at a time when the service requirements best permitted.

It was not the purpose nor intent in negotiating the present schedule agreement with System Federation No. 99 to change our established practice. On July 27, 1935, we found that the local officers were allowing the coach cleaners at Memphis (who were not working in continuous service) twenty minutes for lunch without loss of time, which was in error, and we, of course, corrected the error at that time to conform to our understanding of the agreement.

It will be noted from the Joint Statement of Facts that the coach cleaners at Memphis are not worked on three continuous shifts, consequently, they are

not allowed twenty minutes for lunch without loss of time, but have their regularly assigned lunch period as service requirements will permit, which we feel is in conformity with the understood purpose and intent of Rule 2 at the time it was negotiated and placed in the schedule agreement.

The lunch periods as are now assigned to these coach cleaners were not made subject to agreement with the employes' local committee, because on July 27, 1935, we were simply changing a local practice that appeared to us to be at variance with the provisions of the schedule agreement, and the employes' committee now in existence was not a party to the error.

We feel that the present working arrangement of these coach cleaners is not in violation of the agreement; further, that the request for a twenty minute lunch period for these employes without loss of time cannot be justified, and respectfully ask that the request as made 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 2nd day of June, 1936.