

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 three car inspectors employed at the passenger station, Freeport, Illinois, be allowed twenty minutes for lunch without loss of time.

JOINT STATEMENT OF FACTS.—There are three car inspectors employed at the passenger station at Freeport, Illinois, and their assigned hours of work and lunch periods are as follows:

	Assigned hours of work	Assigned lunch period
1 car inspector.....	3:30 A. M. to 7:30 A. M.....	7:30 A. M. to 8:30 A. M.
1 car inspector.....	8:30 A. M. to 12:30 P. M.....	
1 car inspector.....	1:30 P. M. to 5:00 P. M.....	5:00 P. M. to 6:00 P. M.
1 car inspector.....	6:00 P. M. to 10:30 P. M.....	
1 car inspector.....	8:30 P. M. to 12:00 M.....	12:00 M. to 1:00 A. M.
1 car inspector.....	1:00 A. M. to 5:30 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 System and System Federation No. 99 is being violated by the carrier at the passenger station, Freeport, Illinois.

"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.—The assigned hours of work and lunch periods of the three car inspectors employed at the passenger station at Freeport, Illinois, as shown in the joint statement of facts, were established by agreement between the carrier's master mechanic and the employes' local committee more than ten years ago, in conformity with the provisions of Rule 2 of the schedule agreement with the Association of Carmen, Helpers and Apprentices, dated August 23, 1922, which was in effect at that time. The rule reads:

"There may be one, two, or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employes' committee based on actual service requirements.

"The time and length of the lunch period shall be subject to mutual agreement."

It will be noted the above rule did not provide that the lunch period would be within the limits of the fifth hour.

The rule did not provide for a "written agreement" and no written agreement was entered into between the master mechanic and the local committee, or the individual employes. The matter was handled verbally, and the members of the Carmen's local committee at that time are no longer in service. However,

we are attaching as carrier's Exhibit A, B, and C copies of statements from Master Mechanic W. J. Ormsby and Car Inspectors Thomas Deemer and Henry Setter, which are submitted in support of the above statements. The other car inspector now employed at the passenger station is a new man, having been assigned to the third shift on March 23, 1936.

In an election conducted in 1934 by the National Mediation Board under provisions of the Railway Labor Act, approved June 21, 1934, our carmen voted to be represented by the Brotherhood Railway Carmen of America, Railway Employees' Department, American Federation of Labor. In accordance with the terms of an agreement dated September 24, 1934, this organization was recognized as representing our car men, and it was agreed that until changed in accordance with the provisions of the Railway Labor Act, we would continue in effect the schedule agreement we had with the Association of Carmen, Helpers, and Apprentices, which was effective August 23, 1922. On October 24, 1934, we entered into another agreement with the employees' representatives, copy attached as Carrier's exhibit D. It will be noted this agreement provides, among other things:

"(b) That the opening or handling of discipline or other cases pertaining to agreement rules and working conditions, as were handled prior to our mutually signed recognition agreement of Sept. 24, 1934, will not be done."

The establishment of lunch periods of car inspectors at the Freeport passenger station was handled and closed several years prior to September 24, 1934, and the first complaint we had from the Brotherhood Railway Carmen of America concerning the lunch periods of these employees was in November, 1935. Therefore, it is our position the employees' representatives are violating the agreement of October 24, 1934, when they try to re-open the question of lunch periods of these employees at this late date. The agreement was made in good faith, and we expect the carmen to comply with its provisions.

A new schedule agreement was made with the Brotherhood Railway Carmen of America, effective April 1, 1935, and Rule 2 in this new agreement corresponding to Rule 2 of the old agreement reads:

"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 employees' 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."

It will also be noted this rule does not provide for a "written agreement."

It has been our practice for many years to have assigned working hours and lunch periods for car inspectors such as we have at Freeport. Furthermore, it has been our general practice in the past to allow the twenty-minute lunch period without loss of time only to employees working in continuous service on three shifts. It was not the purpose and intent in negotiating the present schedule agreement with the Carmen to change our agreed upon and generally established practice. We feel the lunch periods now assigned to the car inspectors at the Freeport passenger station are not in violation of the schedule agreement, but, on the other hand, the employees' representatives are violating the agreement of October 24, 1934, in trying to re-open the question of the employees' lunch periods, which question was properly handled to conclusion more than ten years ago.

The request that these employees be allowed twenty minutes for lunch without loss of time cannot be justified from any viewpoint, and we respectfully ask that it 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 employees involved in this dispute are respectfully 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.