

Award No. 881
Docket No. 814
2-L&NW-FT-'42

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 59, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)

THE LOUISIANA AND NORTH WEST RAILROAD
COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That on and subsequent to March 19, 1941, the carrier has persistently violated the controlling agreement and Rule 1 thereof by:

(a) Not reducing the shop craft forces in lieu of hours.

(b) Working the shop craft forces five days a week in lieu of six days a week.

2. That in consideration of the aforesaid violations, those shop craft employes are each entitled to one full day's pay each week, effective the week of March 24, 1941, until the six day week has been put into effect, except such week in which a holiday intervenes as set forth in Rule 2.

3. That the carrier be ordered to cease and desist from curbing operating expenses by reducing hours below 48 per week in lieu of reducing the force.

EMPLOYES' STATEMENT OF FACTS: Since March 19, 1941, at Homer, Louisiana, the carrier has arbitrarily worked these shop craft employes only five eight-hour days per week.

POSITION OF EMPLOYES: Rule No. 1 of the agreement dated January 1, 1923, and accepted by the Railway Employees' Department January 18, 1940, very clearly provides for six days per week. Rule No. 1 reads as follows:

Eight (8) hours shall constitute a day's work. From 8 A. M. to 12 noon, and from 1 P. M. to 5 P. M., six days a week, for all crafts specified in this agreement. Except those paid on a monthly basis, starting time to be the same unless otherwise agreed upon by employees and Management.

We do not know of any rule in the agreement providing for a five day week. No amendment to the agreement was given us by management providing for a five day week in lieu of a reduction in the forces when they furnished us with copy of agreement on January 18, 1940, the date recognition was established. We have never seen a copy of an amendment of any kind to the agreement at any time. It is our position there is no amendment to the agreement.

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.

The present employes' organization, having gained representation, on January 18, 1940, took over the existing agreement Rule No. 1 of which specified that all crafts coming within the agreement would work six days per week.

In March, 1941, organization representatives protested the continuance of the five days per week working arrangement, which the carrier claims was put into effect November, 1930, and apparently to the satisfaction of the employes.

Numerous conferences were held between the parties representing management and employes between March, 1941, and December 21, 1941, the employes contending that Rule No. 1 was being violated and that the men were entitled to work six days per week, in accordance with the language of the rule. On the latter date the employes served notice that because of failure to reach an adjustment of the dispute they desired to bring same to the National Railroad Adjustment Board, at the same time claiming compensation for all time lost by employes involved.

The record in the case does not show any documentary evidence of a modification of the existing Rule No. 1 agreed to between the representatives of carrier and employes, therefore the protest of the employes seems to be justified. However, the claim for compensation can be sustained from December 21, 1941, only, at which time claim for compensation was definitely made.

AWARD

Employes who were not permitted to work six days a week will be paid the difference between that which they earned and that which they would have earned had they been assigned to work six days a week from December 21, 1941.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 3rd day of December, 1942.