

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 103, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)
THE NEW YORK CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES.—That Rule 27 of the New York Central Shop Crafts' Agreement was violated in that the New York Central management put the carmen and helpers of the inspection yard forces at DeWitt and Minoa on six day week basis and reduced the number of employes at these points, thereby abrogating the five day work week understanding between the management and the employes without holding any conference between the management and the representatives of the employes involved.

POSITION OF EMPLOYES.—Effective June 19, 1932, the carmen and helpers in the inspection yard forces at DeWitt and Minoa were permitted to work on five day per week basis, as this represented the wishes of the majority of the men in providing work for additional furloughed men. Effective July 21, 1935, this practice was discontinued, by direction of the management, without holding any conference with the representatives of the employes, and relief men, other than those required to continue the six day principle, were laid off. Rule 27 reads as follows:

"When it becomes necessary to reduce expenses, the hours may be reduced to forty (40) per week before reducing the force. When the force is reduced, seniority as per Rule 31 will govern, the men affected to take the rate of the job to which they are assigned.

"Forty-eight (48) hours' notice will be given before hours are reduced. If the force is to be reduced, four days' notice will be given the men affected before reduction is made, and lists will be furnished the Local Committee.

"In the restoration of forces, senior laid-off men will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former position if possible, regular hours to be reestablished prior to any additional increase in force.

"The Local Committee will be furnished a list of men to be restored to service. In the reduction of the force the ratio of apprentices shall be maintained."

When necessary to reduce expenses, Rule 27 permits same to be accomplished by either reducing the hours or the force.

In 1932, when it became necessary to reduce expenses, the management was agreeable either to reduce the hours or forces, and because the men preferred to reduce hours and thus avoid a reduction in force, it was agreed to reduce the hours to forty each week.

We believe management erred when conferences were not held with the representatives of the employes before this program of increasing hours and reducing force was put into effect.

We contend that under Rule 27 no general change in hours or force, either an increase or decrease, should be made without conference with the representatives of the employes.

POSITION OF CARRIER.—The Board will understand that the "Statement of Claim" is the employes' statement. The management is not a party thereto, and, as will be shown, there was no understanding between the management and the employes which would require conferences and subsequent understandings in order to effect a change.

At a conference with the shop crafts' committee on March 6, 1930, the committee proposed that a six-day week arrangement be instituted in engine houses

at all points, corresponding with the arrangement in New York State where the so-called "Factory Law" applied. The committee suggested a trial period until June 1st. The carmen's representatives also requested that all car inspection forces be put on six-day week assignments the same as had been requested for engine house forces outside of New York State. The management agreed to take these requests under consideration.

On July 10, 1930, an understanding was reached which provided for the adoption of six-day assignments at car department terminals where it could be practicably applied as a temporary means of providing employment for furloughed men.

At a conference with the shop crafts' committee on June 30 and July 1, 1932, the committee brought up the question of working inspection yard forces five days per week and asked that we handle the matter point by point wherever the committee desired the five-day week to be instituted. Up to this time, wherever the five-day week had been put into effect for inspection yard forces, it had been adopted at the request of the men. The committee were advised that we were willing to put the arrangement into effect uniformly; that, unless this were done, we felt we would have great difficulty in overcoming opposition of the men at various points. The committee did not feel that they could agree that the five-day week should be put into effect uniformly, but felt that the former practice of handling the matter according to local conditions, and not upon any arbitrary basis, would be the more satisfactory way of handling it.

In the early part of July, 1935, the management found it preferable to terminate the five-day week arrangement and, on July 8, 1935, the following letter was addressed to the Secretary of System Federation No. 103:

"At the conference which your committee held with Mr. Walber on June 30 and July 1, 1932, there was considered your request pertaining to the institution of the five-day week, and subsequently this arrangement was permitted to be made effective at a substantial number of points where the employees were agreeable.

"As you will recall, the management was not very much in favor of this, and being still of the same opinion, it is its intention to discontinue the five-day week arrangement, except at shops, and you will please consider this a notice to this effect."

The inspection yard forces at DeWitt and Minoa were placed on the six-day week basis effective July 21, 1935.

The employees are taking the broad position that, under Rule 27, no general change in hours or forces, either an increase or decrease, should be made without conference with the representatives of the employees. The rule does not warrant any such broad construction which would prevent the carrier from exercising managerial action in increasing or decreasing forces or hours without conference with the employees.

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 contention of employees is based solely on the fact that management, after having agreed several years previously to permit the forces to work forty hours per week, under the provisions of Rule 27, again placed the same forces on a six-day week basis without conference with employe representatives.

There is evidence that conferences were held between both parties to this dispute before the reduction in hours per week was made at the points mentioned. However, there was no understanding as to how long the forty hour per week arrangement would remain in effect, and therefore, there does not appear to have been any violation of Rule 27 or the terms under which the forty hour per week arrangement was established.

The fact that there was a conference or conferences prior to the establishment of the forty-hour week arrangement provides some basis for the

claim of employes that they might reasonably expect a similar conference before the arrangement was abolished.

AWARD

It is the opinion of the members of the Second Division of the National Railroad Adjustment Board that, in future, when the forty hour per week arrangement is established through conference, there should be another conference held before the arrangement is abandoned.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 4th day of June, 1936.