

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

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

DISPUTE: CLAIM OF EMPLOYEES.—That Rule 27 of the New York Central Shop Crafts' Agreement was violated by the railroad company in changing the employees at Collinwood Locomotive shops from 40 to 48 hours per week.

JOINT STATEMENT OF FACTS.—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 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."

Bulletin was posted that the Collinwood Locomotive shops would work 40 hours per week commencing the week of January 13, 1930, and the shops were operated on that basis until November, 1935, when shops were placed on 48 hours per week.

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

In January, 1930, bulletin was posted at Collinwood Locomotive shops that the shops would work on a 40 hour per week basis. The shops were operated on this basis until November, 1935, a period of nearly five years. During the period the shops were operated on the 40 hour basis there were no objections raised by the employees, but when bulletin was posted that the shops would operate on a 48 hour basis, the employees protested the change of hours per week worked.

Prior to posting notice that shops would operate on the 48 hour basis, there was no attempt made by management to confer with the committee to ascertain the desires of the employees. Nor did the system federation receive a letter from management advising them of a contemplated change in the number of hours per week to be worked at Collinwood.

We believe management erred when conferences were not held with the representatives of the employees before this program of increasing hours in shops was put into effect.

We contend that Rule 27 of our agreement does not permit a general change in hours, either an increase or decrease, without giving notice to the employees and conference with the committees.

POSITION OF CARRIER.—In January, 1930, the management found it expedient to reduce the shop hours at Collinwood Locomotive shops from forty-eight to forty per week, and, accordingly, bulletin was posted that the hours would be so reduced commencing the week of January 13. These shop hours were continued until November, 1935, when it was found expedient to return to the forty-eight-hour per week basis. Bulletin was posted accordingly and the Collinwood Locomotive shops have been on that basis since this change was made.

Rule 27, in permitting a reduction in the hours to forty per week before reducing forces, provides a flexible basis for meeting the requirements of the service. There is nothing in the language of the rule which requires a discussion with the committee as to whether forces or hours are to be reduced; on the contrary, the language is clear that either a reduction in hours or forces is proper and optional with the carrier. It does provide, however, that in the event either a reduction in forces or hours is made, certain notices will be given, and that before a reduction in forces is made, lists will be furnished the local committee and seniority as per Rule 31 will govern. There are no differences between the parties to this dispute with respect to the form of notices which were posted when the shop hours were changed from forty to forty-eight hours per week in November, 1935, but the sole difference has to do with the contention of the employees that the rule prohibits the carrier from changing from forty to forty-eight hours per week without first discussing the change with the committee.

When the shop hours were reduced to forty per week in January, 1930, no discussions were had or agreement made with the shop crafts' committee, and no issue arose as to the right of management to establish these hours. Neither Rule 27 nor any other rule in the agreement deprives the management of its right to work its shop forces either forty or forty-eight hours per week so long as proper notice is given. Collinwood Locomotive and other shops had been changed from forty-eight to forty hours per week, or vice versa, from time to time previous to 1930, and no protests or contentions were made by the shop crafts' committee that prior discussions should have been had with them. The present dispute, therefore, introduces a new stand on the part of the employees as to the requirements of Rule 27.

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 employee 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.

Under the literal meaning of the language of Rule 27 it cannot be said that there was any violation of the provisions of this rule. However, since the issue has been raised, due to the circumstances related in this case, that a conference might be reasonably expected before changing the working hours, it is believed that mutual regard for the respective rights of both employer and employe will hereafter provide for such conference, before applying the provisions of this rule.

AWARD

Award rendered in accordance with the aforesaid findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

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