

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
ALABAMA, TENNESSEE AND NORTHERN RAILROAD
CORPORATION

DISPUTE.—

"Claim of employes for restoration of 5% in wages effective April 1, 1935, in accordance with the provisions of agreement reached between representatives of the employes and the carrier, dated July 30, 1934."

FINDINGS.—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier and the employes involved in this dispute are respectively carrier and employes 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.

On July 30, 1934, an agreement was reached between the representatives of the employees and the carrier, making certain revisions of the existing agreement and providing for a restoration of 5% in wages effective April 1, 1935, as shown by the following agreement:

"The undersigned men, as duly appointed representatives of the Brotherhood of Maintenance of Way Employees of the Alabama, Tennessee & Northern Railroad Corporation, agree with the Alabama, Tennessee & Northern Railroad Corporation that, in consideration of the continued general depressed conditions and especially conditions on the Alabama, Tennessee & Northern Railroad, making it necessary to curtail expenses, the rates of pay in effect prior to February 1st, 1931, less five percent (5%) will be accepted as compensation beginning August 1st, 1934, and extending through March 31, 1935, affecting the following employees:

Section Foremen.
Extra Gang Foreman.
B. & B. Foremen.
Asst. B. & B. Foremen.
Ditcher Engineer.
Steam Shovel Engineers.
Cranemen.

"On April 1st, 1935, the rates in effect prior to February 1st, 1931, will be restored.

"These rates will not be changed thereafter except by thirty day notice.

"No notice of intended change of the above mentioned rates shall be given by either party to the other prior to May 1, 1935.

"It is further agreed that the contract and amendments as now in effect are in no other way amended or changed, except as provided for above.

"Executed at Mobile, Alabama, this the 30th day of July, A. D. 1934."

On December 14, 1934, the United States District Court for the Southern District of Alabama took charge of the property of the Alabama, Tennessee and Northern Railroad Corporation and appointed a Trustee.

The employees claim the carrier has failed to comply with the agreement above mentioned.

The Trustee admits the agreement has not been complied with, claiming the property is now under the direction and control of the Court, and as the railroad is not now earning operating expenses and the Trustee is without funds to pay wages in excess of the scale in effect when the Court took charge of its operation, there is no way for the Trustee to pay the wages specified in the above agreement until revenues increase sufficiently to secure the approval of the Court.

This Division is not empowered to change rates of pay in existing agreements, but in this case finds that the agreement of July 30, 1934, reading:

“* * * On April 1st, 1935, the rates in effect prior to February 1st, 1931, will be restored. * * *”

has not been complied with by the carrier.

AWARD

Claim sustained.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON, *Secretary*.

Dated at Chicago, Illinois, this 6th day of March 1936.