

C O P Y

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 366

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES)	
and)	Case No. 10
TEXAS AND NEW ORLEANS RAILROAD COMPANY)	Award No. 10

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the effective Agreement by assigning the members of Extra Gang No. 337, San Antonio Division to work from 4:30 p.m. to 12:30 a.m. at the pro rata rates of pay during the period beginning June 6, 1960 and continuing for the duration of this assignment.

2. The Claimant members of this Extra Gang No. 337 listed below in the Employees' Statement of Facts be now reimbursed for the difference in compensation received at the pro rata rates of pay and what they should have received at the time and one half rate as long as this violation continues.

3. The Carrier violated the provisions of Article 1, PRIOR CONSULTATION of the Mediation Agreement (Case No. A-5987) effective October 7, 1959, between this Brotherhood and participating Carriers, one of which is the Texas and New Orleans Railroad, when it failed to notify the General Chairman fifteen days in advance of making this material change in its work methods.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are carrier and employe within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

The facts concerning this claim are the same as facts set forth in other claims by the Maintenance of Way Employes. The Carrier unilaterally placed into effect to meet its service requirement new starting times for Extra Gang No. 337, with hours of assignment 4:30 p.m. to 12:30 a.m., Saturday and Sunday rest days. The Carrier did this by bulletin after it failed to negotiate an agreement with the Employees' Committee under Article XV, Rule 4 of the Agreement. The Carrier attempted to enter into an agreement with the General Chairman and District Chairman, but failed in this effort.

For the reasons advanced in Case No. 1, resulting in Award No. 1, we find that the Carrier has violated Article XV, Rule 4 of the Agreement; therefore, this claim will be sustained. The claimants shall be paid at the punitive rate for all hours worked after 5:00 p.m. on the dates of the claim.

AWARD: Claim sustained in accordance with the opinion.

(s) Thomas C. Begley

Thomas C. Begley, Impartial Chairman

(s) J. R. Russell - Dissenting

J. R. Russell, Carrier Member

(s) Arthur J. Cunningham

Arthur J. Cunningham, Brotherhood Member

Dated at Cleveland, Ohio, July 11, 1961.