

C O P Y

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 366

PARTIES TO DISPUTE:

| | | |
|---|---|-------------|
| BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES |) | |
| and |) | Case No. 2 |
| TEXAS AND NEW ORLEANS RAILROAD COMPANY |) | Award No. 2 |

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the effective Agreement by failing to allow an additional one hour's pay at their respective pro rata rates for Machine Operators R. G. Mayer, E. J. Rebecsek, L. M. Pittman, H. P. Oliveres, Max Smith, C. Sanchez, E. L. Segura and Robert Marquez on each of their work days beginning November 5, 1959 and continuing on each work day subsequent thereafter.
2. That the Claimants named in Part 1 of this claim be now reimbursed for one hour's pay at their respective pro rata rates of pay on each work day beginning November 5, 1959 and continuing subsequently thereafter until this violation of the Agreement ceases.

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 claimants in this claim were regularly assigned with their work period as 8:00 a.m. to 5:00 p.m., with one hour lunch period from 12:00 noon to 1:00 p.m., prior to November 5, 1959. Effective with the work day of November 5, 1959, the Carrier required these claimants to commence their day at the regularly assigned starting time, namely, 8:00 a.m. and further required that they work their Noon period (12:00 Noon to 1:00 p.m.) and that they suspend their work day at 4:00 p.m., instead of their regularly assigned quitting time of 5:00 p.m. These claimants were assigned to Extra Gang 343.

This claim arises from the fact that an agreement was entered into between the Carrier's Division Engineer B. F. Calhoun of the San Antonio Division and District Chairman L. A. Billings of the Brotherhood of Maintenance of Way dated October 6, 1959. The matter of this agreement has been thoroughly gone into in Case No. 1 and for the reasons advanced in Case No. 1 resulting in Award No. 1, this claim will be sustained, as we found the agreement that was entered into on October 6, 1959 to be null and void and not under the terms of the effective agreement of June 1, 1950. The Carrier has violated Article XV, Rule 4, Rule 5, Rule 6 and Rule 10.

AWARD: Claim sustained.

(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.