

NATIONAL RAILROAD ADJUSTMENT BOARD

Second Division

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BLACKSMITHS)
ILLINOIS CENTRAL SYSTEM**

DISPUTE: CLAIM OF EMPLOYES.—Albert Owen, blacksmith, Markham yard, was furloughed in violation of Rule 28 and should be reinstated and paid for all time lost.

JOINT STATEMENT OF FACTS.—Albert Owen, blacksmith, was employed by the Illinois Central Railroad at Markham yard, July 7, 1928, and was furloughed August 6, 1935. On the date he was furloughed, six other mechanics on the blacksmiths' seniority roster, junior to Owen, were retained in the service.

POSITION OF EMPLOYEES.—That Owen, being senior to six other mechanics, was laid off in violation of Rule 28 of the current agreement; that the management was in error in stating that there was not sufficient blacksmiths' work other than electric and acetylene welding to keep Owen employed. The employees further contend that the management diverted work that ordinarily would have been done in a blacksmith's forge to the autogenous processes in order to furlough Owen.

POSITION OF CARRIER.—As shown in the "Joint Statement of Facts", when Blacksmith Albert Owen was furloughed on August 6, 1935, from Markham roundhouse, there were six blacksmiths junior to him retained in service at that point. All of these six blacksmiths were engaged in reclamation of couplers, which work necessitated the use of oxyacetylene welding torches. Blacksmith Owen was not permitted to exercise his seniority rights on one of these six positions because he was not considered qualified to use the welding torch, due to the poor condition of his eyes and his physical condition. On August 16, 1935, Mr. Owen stated to Master Mechanic Needham that he was in poor physical condition and did not possess the necessary ability to work on the reclamation of couplers. Inasmuch as it was not possible to use Mr. Owen in the reclamation of couplers without injury to his vision, and he admitted his inability to perform oxyacetylene welding, the carrier was compelled to lay him off in force reduction. We had need for only one blacksmith and helper to take care of other blacksmiths' work to be done at the Markham roundhouse, and the position of blacksmith was filled by an employee senior to Mr. Owen.

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

The carrier or carriers and the employee or employees 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.

Evidence submitted fails to show that there is sufficient blacksmiths' work other than autogenous welding to keep an additional blacksmith employed.

AWARD

Claim denied.

This award does not impair Owen's right to exercise his seniority if and when there is sufficient work of the character in which he is experienced to keep him reasonably employed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 12th day of August, 1936.