

Award No. 2196
Docket No. 2033
2-NWP-CM-'56

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 114, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Carmen)**

NORTHWESTERN PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier on November 11, 1954 improperly furloughed and suspended from the service 34 Carmen, 10 carmen helpers, 3 painters, 5 coach cleaners and all other employees coming under the jurisdiction of the Carmen's Organization.

2. That the Carrier be ordered to compensate the 34 Carmen, 10 Carmen Helpers, 3 Painters, 5 Coach Cleaners and all other employees coming under the jurisdiction of the Carmen's Organization for all time lost from November 11, 1954, to the date they were restored to service on December 6, 1954.

EMPLOYEES' STATEMENT OF FACTS: The Northwestern Pacific Railroad Company, hereinafter referred to as the carrier, elected to reduce the force in its entirety of carmen, carmen helpers, painters, coach cleaners and all other employees coming under the jurisdiction of the carmen's organization at affected points. The aforementioned employees of the carmen's craft hereinafter referred to as the claimants, were regularly employed by the carrier, in accordance with the provisions of the controlling agreement.

On or about 9:15 A. M. on Wednesday, November 10, 1954, the carrier issued notices that effective 6:00 A. M., November 11, 1954, the claimants were being laid off due to reduction in force. This is substantiated by copies of notices submitted herewith and identified as Exhibit A.

The claimants were returned to service of the carrier on Monday, December 6, 1954.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company, with the result that he has declined to adjust it.

The agreement effective November 1, 1942, as it has been subsequently amended, is controlling.

CONCLUSION

The carrier asserts that the claim in this docket is entirely lacking in either merit or agreement support and therefore requests that said claim if not dismissed, be denied.

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 employe 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.

The organization makes this claim in behalf of thirty-four (34) carmen, ten (10) carmen helpers, three (3) painters, five (5) coach cleaners and all other employes coming under the jurisdiction of the carmen's organization who, as of November 10, 1954, were working in carrier's train yard and on its repair track at Tiburon, California. It asks that they be compensated for all time lost from November 11, 1954, to date returned to service on December 6, 1954, because of being improperly laid off.

On Wednesday, November 10, 1954 about 9:15 A.M., carrier posted notices advising claimants they would be laid off in reduction of forces as of 6:00 A.M., Thursday, November 11, 1954, giving as its reason for doing so the fact that the strike of its engineers, as of 12:01 A.M., November 11, 1954, would cause a lack of work and a stoppage of its revenues.

The same questions involved in this dispute were presented and answered in our Award 2195 based on Docket 2022. Since both dockets involve the same organization and carrier we will not repeat our discussion and holdings therein set forth except to say what was therein held to be controlling is controlling herein.

We think the claim here made, as to "all other employes coming under the jurisdiction of the Carmen's Organization," is too vague, indefinite and uncertain. It first appears in the claim presented here and does not appear to have been included in the claim handled on the property. We find that part of the claim should be and is dismissed.

The record shows, with the exception hereinafter noted, there was sufficient work available at Tiburon which the employes laid off at that point could have performed that would have kept them busy for more than five (5) days after carrier's operations ceased. But carrier says there was no need to make car repairs or do any of the normal work required of these employes because operations had ceased. If carrier desired to defer certain of its work, and have it performed at a later date, it was free to do so but in reducing its force for that purpose Rule 28 (c) of its schedule agreement would apply and not Article VI of the National Agreement entered into on August 21, 1954.

We think the record fails to show there was work available for the five (5) coach cleaners which they could have performed after operations ceased. In view of that fact we think the carrier gave them proper notice.

Carrier also says there were no trains for the car inspectors to inspect. Car inspectors must be qualified carmen. See Rule 92 of the parties' agreement. We find there was sufficient work available which they could have performed.

Since the entire force of carmen, carmen helpers and painters at Tiburon was laid off in this force reduction we find the claim as to them should be sustained for the same length of time as set forth in our Award 2195 but not to exceed a total of thirty-four (34) carmen, ten (10) carmen helpers and three (3) painters. If, as carrier suggests, some of these employees were off because of sickness, vacation or injury the same principle would apply to them as we said would apply in such instances in Award 2195.

AWARD

Claim sustained as per findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 1st day of August, 1956.