

Award No. 2586
Docket No. 2470
2-CStPM&O-MA-'57

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Curtis G. Shake when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 75, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)**

**CHICAGO, ST. PAUL, MINNEAPOLIS & OMAHA
RAILWAY COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier unjustly dealt with and improperly abolished Machinists Rudolfo, Cavanaugh and Smith's positions on January 4, 1955 at its Omaha, Nebraska roundhouse.

2. That the Carrier be ordered to:

a. Re-establish these Machinist Positions

b. Compensate the aforesaid employes for all time lost at the applicable rate of pay.

EMPLOYEES' STATEMENT OF FACTS: On January 4, 1955, the Chicago, St. Paul, Minneapolis and Omaha Railway Company, hereafter referred to as the carrier, posted a bulletin in the roundhouse at Omaha abolishing all mechanics and helpers positions effective at the close of work day January 7, 1955. This affected three Machinists and two Machinist Helpers.

The carrier then established a foreman and assistant foreman's position and assigned them to perform the same duties formerly performed by the laid off machinists. The carrier changed its mind about abolishing the two machinist helpers positions and retained them in service to assist the foreman in performing machinists' work.

On January 5, 1955, a personal notice over the signature of Acting Roundhouse Foreman J. J. Nolan was given each individual employe affected reaffirming the contents of the January 4, 1955 bulletin.

In conclusion the carrier submits that this claim should be denied in its entirety.

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 the dispute were given due notice of hearing thereon.

As of January 7, 1955 the Carrier abolished three machinists positions at its Omaha roundhouse. The work formerly performed by these machinists was taken over by employees which the Carrier calls "working foremen." The claim is a demand that the three machinists positions be re-established and that the employes affected be compensated for all time lost at the applicable rate of pay.

Both parties have raised procedural issues which it is not necessary that we resolve in view of the conclusion reached.

Both parties rely upon Rule 30-T of the Agreement which reads:

"None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed.

The rule does not prohibit foremen in the exercise of their duties to perform work.

All outlying points (to be mutually agreed upon) where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as capable, perform the work of any craft that may be necessary."

The Carrier undertakes to defend its action on the grounds that a reduction in force was justified; that Rule 30-T expressly permits foremen to perform work, and that there were no mechanics employed in Omaha after the three machinists were furloughed, which authorized the carrier to transfer the work involved to the foremen.

We cannot construe the Rule as broadly as the Carrier would have us do. It does permit foremen to perform mechanics work at points where no mechanics are employed and it does permit one craft of mechanics to perform the work of another, at outlying points to be mutually agreed upon, when there is not sufficient work to justify employing a mechanic of each craft. However, neither of said situations prevailed at Omaha, and we find no authority in the agreement for the action of the carrier in dispensing with the services of the machinists and transferring their work to foremen, so long as there remained sufficient work to justify the employment of the machinists.

In other words, a Carrier may not dispense with a machinist, who has a full complement of work, merely to make a place for a "Working foreman".

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AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July, 1957.