

Award No. 3270

Docket No. 2620

2-GN-MA-'59

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.—C. I. O. (Machinists)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1—That under the controlling agreement, the Carrier acted unjustly by furloughing the entire force of Machinists and Machinist Helpers at the Sioux City, Iowa, roundhouse on May 18, 1956, and assigning Machinists' work to Foreman and Laborers.

2—That the Carrier be ordered to restore Machinists' work to Machinists at that point and that sufficient Machinists and Helpers be recalled to service to perform same.

3—That the Carrier further be ordered to compensate Machinists and Machinist Helpers for all time lost since other than employees of their Craft have taken over Machinists' work.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company operates a roundhouse at Sioux City, Iowa. Until May 18, 1956, there was a force of nine machinists and seven machinist helpers in active service there. The machinists were classified as one machinist federal inspector, one machinist engine inspector, and seven machinists on general work. Their five day assignments and their rest days varied on all shifts to the extent that machinists and helpers were on duty at all times. On May 12, 1956, the carrier posted a notice abolishing all positions of that force, effective May 18, 1956. Said notice is submitted herewith and identified as Exhibit A.

After the effective date of this furlough notice, the carrier assigned all machinist duties, with one exception, to a force of four foremen and five laborers. The exception being the work of performing 3 and 6 months tests on the locomotives stationed there, this work going to the Willmar, Minnesota, roundhouse of the carrier.

In summary, therefore, carrier holds that this claim is entirely lacking in merit for the following reasons:

1. It is the time honored prerogative of management to operate in an economical and efficient manner.

2. It is the prerogative of management to assign work in order that it can operate in an efficient and economical manner.

3. In the interests of economy and efficiency, the preponderance of the work formerly done at Sioux City Roundhouse by machinists and machinist helpers was transferred to Willmar Roundhouse where it was, and is, being performed by employes of the machinists' craft.

4. The work remaining to be performed at Sioux City Roundhouse is of such light nature that it can be performed by the working foreman at that point in full compliance with the meaning, intent and language of Rule 42(a) and (b) of the controlling Agreement.

5. The amount of work remaining at Sioux City Roundhouse is of such light nature that there is no need for a force restoration of any kind.

6. There was no removal of work from one craft classification and assignment of this work to employes of another craft. The work was, and is, being performed at Willmar, Minnesota, by machinists and machinist helpers.

7. Board Award No. 188, Second Division, as previously quoted herein.

8. The conclusions reached, based on evidence, as result of the joint check of July 17, 1956.

9. Common sense. Since carrier could have the "bulk" of the work performed at Willmar Roundhouse, there was no need to maintain a large working force at Sioux City Roundhouse, and since there was no rule in the current agreement which prohibited the carrier from this action, carrier in the interest of effective management decided to make this change, thus exercising its prerogative to operate in a safe, efficient and economical manner.

In conclusion, it is the firm opinion of the carrier there has been no rule violation in the instant claim. Therefore, the claim as presented must 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.

Parties to said dispute were given due notice of hearing therein.

On May 18, 1956, the working force at Sioux City roundhouse was reduced by thirty men of whom sixteen were machinists or machinists helpers. The machinists' organization contends that the carrier's action was unjust in that it resulted in assignment of machinists' work to foremen and laborers, contrary to the provisions of the agreement.

The carrier shows that it maintains a large roundhouse working force at Willmar, Minnesota, where its facilities permit substantial repairs and inspections of diesel motive power to be made more economically and efficiently; that it was deemed advisable, in the exercise of sound managerial judgment and within the limits of its agreement with the organization, to transfer the bulk of repair and inspection work from Sioux City to Willmar; that only a skeleton force was thereby required to take care of emergency situations and perform occasional temporary repairs to motive power at Sioux City to enable such equipment to return to Willmar for heavy repairs. It also appears that prior to the force reduction mentioned, the supervisory staff at Sioux City consisted of four roundhouse foremen operated on a three 8-hour shift basis with a foreman assigned to each shift and the fourth in relief. By reason of the above-mentioned force reduction, these foremen were assigned as working foremen at the Sioux City roundhouse and, since May 18, 1956, have handled the remaining work load at that point.

The substance of the organization's claim is that there has been no substantial reduction in the amount of work at Sioux City since the nine machinists and seven machinist helpers were furloughed and that the carrier has therefore transferred machinist work to the foremen and laborers contrary to the agreement. The carrier concedes that the relatively small amount of work remaining at Sioux City is performed by working foremen which, it says, is in accordance with Rule 42A. It states that such work is not performed on a daily basis; that many of such duties are of an emergency nature and of infrequent occurrence; that most of it is of a stop gap nature to permit an engine to return to Willmar for more substantial repairs; and it denies that any machinist work is assigned to laborers. Rule 42A provides:

"None but mechanics or apprentices regularly employed as such shall do mechanics work as per special rules of each Craft, except Foremen at points where no mechanics are employed.

(b) This rule does not prohibit Foremen in the exercise of their duties to perform work."

While there is conflict at some points in the evidence with respect to the nature and extent of the work performed at Sioux City subsequent to May 18, 1956, we think the entire record amply sustains the position of the carrier that the bulk of the work previously done there has been removed, and that its determination that the nature and amount of work remaining does not require employment of machinists or helpers is valid. The record indicates that since 1952 there has been a gradual but persistent shrinkage in the volume of work required at Sioux City, which is the result of the dieselization of motive power on the line from Sioux City to Willmar. From November 1952 to May 1956, the work force was reduced by fourteen men, of whom five were machinists and four were machinist helpers. As previously noted, the work force reduction of thirty men on May 16, 1956, included nine machinists and seven helpers. Thus, in a period of three and one half years, there has been a reduction of fourteen machinists and eleven

machinist helpers of a total force reduction of forty-four men. The fact that since May 18, 1956, the needs of the service at Sioux City have been handled by three working foremen with some assistance from a few laborers, in comparison with a work force of thirty men previously employed, lends considerable support to the view that the major portion of the work previously performed at Sioux City is no longer handled there.

On transfer of the bulk of the work from Sioux City, the need for maintaining machinists or helpers was evidently no longer existent, and under the circumstances we think the carrier was justified in assigning working foremen to perform the relatively minor amount of work required at that point.

Under Rule 42(a) the carrier was authorized to assign foremen to do mechanics' work at Sioux City after May 18, 1956, since no mechanics were employed there. We are unable to say on the basis of this record that the carrier's action in transferring the work from Sioux City and reducing the work force was unjust. The right of management to assign work in the interests of economy and efficiency, except as restricted by the terms of its agreement, has been recognized by various Board awards. Awards Nos. 1480, 2194, 2643, and 2916 (2nd Div.); Awards Nos. 2491, 5866 and 6944 (3rd Div.); Award No. 944 (4th Div.).

We have considered our Awards Nos. 132, 316 and 2586 cited on behalf of the organization. In Award No. 132 we found that the claimant was displaced without good and sufficient cause. We find that the carrier's action in the instant case was justified. In Award No. 316 we followed the result reached in Award No. 132 but it will be noted that the following significant observation was made in that decision:

"It might be different if the work of the mechanics at Bush had been permanently discontinued, but the present case is not one of permanent discontinuance."

In the instant case as we have seen, the services of thirty men, including fourteen mechanics or helpers, were found to be unnecessary at Sioux City and their jobs were discontinued.

Our Award No. 2586 is also distinguishable as appears from the following quotation taken from that decision:

"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."

On the facts and circumstances shown of record in this docket, we are not able to say that the carrier's determination that there is not sufficient work at Sioux City to justify the employment of one or more machinists

lacks merit. The carrier's exercise of a sound business judgment with respect to the most economical and efficient conduct of its operations should not be interfered with in the absence of clear and convincing evidence that its claimed business reasons are without reasonable support.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 24th day of June 1959.

DISSENT OF LABOR MEMBERS TO AWARD NO. 3270

The evidence of record in this dispute reveals that the carrier furloughed the machinists and helpers remaining at the roundhouse at Sioux City, Iowa.

The work of the machinists and helpers was transferred to mechanical department foreman and laborers, which the majority concede.

No rule of the agreement in effect between the parties authorizes the transfer of work from any craft to the foreman and laborers.

This Division correctly interpreted the same kind of a rule of an agreement in the same kind of circumstances in Award No. 2586, which held:

"We find no authority in the agreement for the action of the carrier in dispensing with the services of the machinists and transferring the work to the foremen; * * * ."

For the above reasons Award No. 3270 is not a correct interpretation of the agreement and we dissent.

R. W. Blake
Charles E. Goodlin
T. E. Losey
Edward W. Wiesner
James B. Zink