

Award No. 3711

Docket No. 3617

2-GN-MA-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when the 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, Machinist Helpers and Machinist Apprentices at the Jackson St. Roundhouse, St. Paul, Minnesota, on the date of May 4, 1958.

2. That the Carrier be ordered to return Machinist work to employes of the Machinist Craft holding seniority at that point, and that sufficient Machinists and Machinist Helpers be recalled to service to perform said work.

3. That the Carrier additionally be ordered to compensate Machinists and Machinist Helpers for all time lost since the date of May 4, 1958, when employes outside the Machinist Craft took over the performance of Machinist work.

EMPLOYEE'S STATEMENT OF FACTS: Jackson St. roundhouse has, for many years, been a key maintenance point of the Great Northern transportation system. Much of the passenger service on the system originates at this point and locomotives used in that service were and are maintained there. Nevertheless, on April 30, 1958, a reduction in force notice was posted there which, in effect, "closed" this roundhouse insofar as the retention of any maintenance forces was concerned. Their last day of service was Sunday, May 4, 1958; this included all machinists, helpers and apprentices in active service there.

Before the shutdown the following employes of the machinist craft worked at this point: On the first shift 29 machinists, including two full-time federal inspectors and one for three days a week; 13 machinist helpers, including one full-time box packer and one for two days a week; and 3 machinist apprentices.

action in furloughing the mechanical forces at Jackson St. Roundhouse on May 4, 1958.

Based on the common-sense, practical reasons which are contained in the total record in this case, this claim of the employes must 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.

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

On May 4, 1958 the Carrier furloughed the entire force of Machinists, Machinist Helpers and Machinist Apprentices at the Jackson Street Roundhouse, St. Paul, Minnesota, consisting of 89 employes, the Employes contend that the Carrier acted unjustly and that it should be required to return Machinist work to employes of the Machinist Craft holding seniority at that point and that sufficient Machinists and Machinist Helpers be recalled to perform said work, and to compensate same for all time lost since May 4, 1958.

Jackson Street Roundhouse was for many years a key maintenance point of the Great Northern transportation system. Effective May 4, 1958, the general maintenance and repair work on locomotives, which was formerly performed by employes of the Machinist Craft and others at Jackson Street Roundhouse, was transferred to the Minneapolis Junction Roundhouse, which is located a distance of eleven (11) miles from the Jackson Street Roundhouse.

The only working force which carrier retained at the Jackson Street Roundhouse was composed of 4 roundhouse foremen, 16 roundhouse laborers, 3 engine crew callers, 4 hostlers and a roundhouse clerk.

It is the contention of the employes that regardless of the transfer of location, the work still continued to be performed by foremen and laborers, and that the engines at Jackson Street Roundhouse continue to be maintained and serviced by employes outside the Machinist Craft.

That although the carrier under rule 42(a) was authorized to assign foremen to do Mechanic's work at Jackson Street Roundhouse, after May 4, 1958, since no Mechanics were employed there, the application of the rule, whereby foremen may engage in Mechanic's duties has been broadened beyond rational concept.

While there is some conflict in the evidence with respect to the nature and extent of the work performed at Jackson Street Roundhouse after May 4, 1958, we are convinced that the position of the carrier is fully sustained. That since May 4, 1958 the general Mechanical Maintenance and repairs work, which was formerly performed by the furloughed employes at Jackson Street Roundhouse, is being performed by the appropriate class and craft at the Carrier's Minneapolis Junction Roundhouse. Thus no agreement rule or rules between carrier and the Machinists organization were violated.

The same identical question involved in this dispute between the same parties, and the same Agreement, the only difference being the location where the furloughed employes worked was decided by this Division on June 24, 1959, and we quote with approval from said Award to wit — #3270 —

“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 22nd day of March 1961.

DISSENT OF LABOR MEMBERS TO AWARD NO. 3711

The evidence of record in this dispute reveals that the carrier furloughed the entire force of machinists and helpers at the Jackson Street Roundhouse at St. Paul, Minnesota.

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 unilateral change in working conditions constitutes a circumvention of the General Duties of the Railway Labor Act.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink