

Award No. 4412

Docket No. 4099

2-GTW-MA-'64

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 92, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Machinists)**

GRAND TRUNK WESTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: Machinists C. Hughes, LeRoy Knighton and J. F. Boyles, Battle Creek Running Repair Department, are entitled to be additionally compensated in the amount as shown after each of their names, due to not receiving sufficient notice that they were being furloughed as provided for in the controlling agreement, as subsequently amended.

C. E. Hughs	2 days pay
LeRoy Knighton	2 days pay
J. F. Boyles	4 days pay

EMPLOYEES STATEMENT OF FACTS: C. E. Hughes, Leroy Knighton and J. F. Boyles were the junior machinists on the consolidated roster of the Battle Creek locomotive repair and the Battle Creek running repair shops, as provided for in the memorandum of agreement of June 1, 1957 and which was effective when the consolidation was accomplished, which was on March 8, 1960.

C. E. Hughes' assignment was Saturday thru Wednesday with Thursday and Friday as rest days.

LeRoy Knighton's assignment was Friday thru Tuesday with Wednesday and Thursday as rest days.

J. F. Boyles' assignment was Wednesday thru Sunday with Monday and Tuesday as rest days.

C. E. Hughes and LeRoy Knighton were advised by notice on December 5, 1960 that they were being furloughed effective with the completion of their shift or tour of duty that night.

J. F. Boyles was not notified that he was being furloughed until he reported for duty after his rest days, or December 7, 1960.

The instant claims should be denied and Carrier requests that this Board so award, for the following reasons:

1. The December 5, 1960 reduction of force at Battle Creek was effected by carrier in accordance with the long standing practice at that point.

2. The method of applying the provisions of rule 22, which the employes now contend to be proper, was not in effect on the date of the occurrence which resulted in the submission of this claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all 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 waived right of appearance at hearing thereon.

Claimants were Machinists in the Battle Creek Running Repair Shops of the carrier. Two of them were given notice on December 5, 1960 that their services were no longer required after the completion of their duty that night, due to reduction in force. The third Claimant, Boyles, received his notice when he reported for work December 7th from his rest days, which were December 5th and 6th. They claim a violation of Rule 22 of the controlling agreement which reads in part as follows:

REDUCTION OF FORCES

RULE 22

“(a) When the force is reduced, seniority as per Rule 26 will govern, the men affected to take the rate of the job to which they are assigned. Four (4) days’ notice will be given the men affected before reduction is made, and lists will be furnished the local committee.”

There is involved here also, the Agreement dated June 1, 1957 concerning consolidation of facilities of the Locomotive Shops and Roundhouse at Battle Creek, paragraph 4 of which reads as follows:

“4. Reductions in force subsequent to consolidation will be on the basis of the combined seniority roster and in accordance with the reduction in force rules of the applicable agreement.”

(For full text, cf. Employes’ Ex. 1 and Carrier’s Ex. 1.)

The record discloses that five Machinists’ jobs in the Locomotive Shops at Battle Creek were abolished effective December 5th., and notice given December 2nd.

Three of these Machinists exercised their seniority into the Running Repair Shop, thus bringing on the notice displacing claimants, which notice is the subject matter of this dispute.

The Carrier states that the established past practice at Battle Creek was that notice under Rule 22 was given only to the employes whose positions were to be abolished, and since the claimants were "bumped" they were not entitled to the notice provided for in Rule 22.

Carrier's mere statement of past practice carries little weight, and less in the face of the provisions of Rule 22, and its carry over to paragraph (4) of the June 1, 1957 Agreement.

Rules of the controlling agreement must be read together in contemplation of the ultimate purposes intended by the parties. Clearly it was contemplated that when a reduction in force would arise under the circumstances here disclosed, that there would be a concurrent exercise of seniority and those men who might be affected were entitled to the protection of the notice called for under the Rule.

We are not called upon to determine who might have been junior on the consolidated roster, and do not wish to be understood as basing this award on that issue.

Under the controlling agreement, these Claimants were entitled to the four (4) day notice and their claims must be sustained.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1964.