

Award No. 5164
Docket No. 4973
2-GN-EW-'67

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Electrical Workers)

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That in violation of the current agreement, crews with headquarters in outfit cars were wrongfully abolished and supposedly reorganized when the Carrier re-bulletined previously bulletined and assigned crew positions to new headquarters at certain specific locations and reassigned personnel in violation of the rules of the applicable agreement.

That accordingly the Carrier be ordered to:

- (A) Cancel Bulletin No. 4.
- (B) Restore crew conditions as existed prior to the issuance of Bulletin No. 4, with assigned crew positions and headquarters in accordance with originally bulletined assignments and scheduled rules.

EMPLOYEES' STATEMENT OF FACTS: The Great Northern Railway Company, hereinafter referred to as the carrier, issued Bulletin No. 4 on March 18, 1964, stating that effective midnight, March 31, 1964, all district communication crews lines east, were abolished for a so-called reorganization and reassignment of personnel. Effective at 12:01 A. M., April 1, 1964, district communication crews lines east were reestablished and reassigned with headquarters at the following locations: Minneapolis, Minn.; Grand Forks, N. D.; and Gavin Yard, which is located at Minot, N. D. Bulletin No. 4 made previously assigned positions available to employees other than those to whom the positions had been originally assigned to. Previous to bulletin No. 4 carrier had paid expenses to communication crews working at Minneapolis, Minn., Minot, N. D. and Grand Forks, N. D. After the so-called reorganization carrier discontinued payment of expenses at all these points.

headquarters of a position are changed. The instant case involved a situation where old crews with no headquarters were abolished and new crews with specific headquarters were established.

7. The organization's interpretation of the schedule rules in question ignores the plain meaning of the language used in those rules.

8. Since the instant claim is so completely lacking in contractual support, this Board has no authority to do anything other than deny it.

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 waived right of appearance at hearing thereon.

For some five and one-half years prior to March 31, 1964, Carrier employed several communication truck crews, each consisting of from 4 to 7 men, to perform services, as they were needed, throughout the eastern portion of its property. These crews had no fixed headquarters at any specific location and traveled through that entire area in discharging their responsibilities. Since they were not working at a headquarters point, their members were reimbursed under Rules 10 and 15 for meal and lodging expenses incurred in connection with their duties.

Effective midnight, March 31, 1964, these crews were abolished and immediately thereafter, at 12:01 A. M. on the following day, new communication crews were established, each with an assigned headquarters and working territory. These changes were announced in Bulletin No. 4 which Petitioner contends should be cancelled. The new crews are not reimbursed for food and lodging when at headquarter points.

According to Carrier, these changes were made only after considerable study of the working experience and methods of communications crews and were designed to improve efficiency from operational, economic, supply and programming standpoints.

While the reorganization in controversy might have been accomplished in a less irritating manner to employes, it is not our province to second-guess management in that regard, particularly when, as in this case, our examination of the applicable agreement persuades us that the changes — the abolishment of old positions, creation of new ones, assignment of headquarters and prescribed territories, and use of the bulletin procedure — are not prohibited by any of its provisions.

The most impressive of Petitioner's arguments centers on Rule 49(f) which reads as follows:

"When headquarters of a position are changed, the regularly assigned employe on such position will retain his rights to such position if desired, or may at his option, elect to give up such assignment and exercise his seniority in the same manner as if position were abolished."

The difficulty with that point, however, is that Rule 49(f) comes into play only when the headquarters of a position are changed. The old crew positions did not have a headquarters within the normal meaning of the word and the reorganization in question concerns more than a change in headquarters, in any event. We have no valid basis in this record for ruling that the reorganization of communication truck crews was not in good faith and for the primary purpose of improving operational efficiency within the framework of the controlling rules.

Some point has been made of the fact that communications crew foremen and supervisors representing Carrier in the first two or three levels of the grievance procedure have accepted Petitioner's position that the reorganization violated the Agreement. While this contention might possess merit if the views of such foremen and supervisors could be considered admissions against management's interest, we are satisfied that in the present situation they do not truly fall within that category.

In the light of the foregoing discussion, the claim will be denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May, 1967.