

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

(International Association of Machinists and Aerospace  
Workers)

Parties to Dispute: (

(Seaboard System Railroad

Dispute: Claim of Employees:

1. That under the current Agreement, effective September 1, 1943, between the International Association of Machinists & Aerospace Workers and the Seaboard System Railroad (formerly Louisville & Nashville Railroad), Machinist E. L. Holmes was improperly furloughed on January 3, 1982, as the result of Carrier hiring an Electrician and improperly assigning Machinists' work on third shift to the Electrical Craft (in violation of Rules 30 and 55 in particular, but not limited thereto).

2. That accordingly, the Carrier be ordered to reimburse Machinist Holmes for all pay and benefits lost as a result of his furlough January 3, 1982, to March 22, 1982, and May 26, 1982, to September 15, 1982.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

The Claimant was first employed by the Carrier as a Machinist Apprentice at its facility located at Montgomery, Alabama. He established seniority as a Journeyman Machinist on December 6, 1980.

In a force reduction due to a decline in business, the Claimant was furloughed on January 3, 1982. Before the decision to furlough the Claimant was implemented, there were five (5) Machinists and four (4) Electricians at the Carrier's facility. It is undisputed that at the time, the Claimant was the junior Machinist. In order to fill vacations and other vacancies the Claimant was recalled to service on March 22, 1982, after which he was again furloughed on May 26, 1982. Upon the retirement of a Machinist, the Claimant was called to service on September 15, 1982.

Prior to the Carrier hiring an Electrician, the Organization contends that the Machinist craft, specifically, the Claimant "performed all work on all crafts on the third shift, \* \* without any complaint from the other organizations." After July 16, 1981, when an Electrician was hired, the Organization contends that the Claimant continued to perform the duties of all crafts on Saturdays on third shift inasmuch as no Electrician was assigned by the Carrier to the third shift.

The Organization claims that the Carrier violated Rule 55, the Machinists' Classification of Work Rule and Rule 30, the Assignment of Work Rule because it assigned an Electrician on the third shift service track operation, which had been "generally recognized by custom and practice as machinist's work." In addition, the Organization contends that the Carrier engaged in "craft juggling" in a discriminatory manner by changing the job assignments after the Claimant's furlough became effective on January 3, 1982.

After carefully examining the record, the Board cannot conclude that the Claimant was improperly furloughed through "craft juggling" and that his work had been improperly assigned to the Electricians' craft. It should be pointed out that there is no composite mechanic's Rule in the Agreement between the parties. Indeed in the Third Party response to the instant dispute, the International Brotherhood of Electrical Workers indicates that the work performed by the Electrician is Electrician's work. Moreover, that the Claimant has had longer service with the Carrier than the Electrician is of no weight since each of them is listed on seniority rosters of their respective crafts.

There is nothing in the record to indicate that any work reserved to the Machinist's craft was performed by an Electrician after the Claimant was furloughed. Following the Claimant's furlough, there were four (4) regularly assigned Machinists at the Carrier's facility. Thus, there was a Machinist and an Electrician on each shift with a relief Machinist and a relief Electrician. The record discloses that third shift assignments and work for Electricians and Machinists were not affected by the furlough of the Claimant. After his furlough the third shift Machinist assignment held by the Claimant was occupied by the Machinist; it was reassigned to the Claimant when he was recalled in March, 1982, and it was assigned to Machinist Green after the Claimant's furlough on May 26, 1982. Upon the retirement of Machinist Boles, the shift Machinist's assignment was occupied by the Claimant.


Since there is no proof that subsequent to the Claimant's furlough, an Electrician performed Machinist work, the Board concludes that the Carrier did not violate Rules 55 and 30. The Carrier acted within its legitimate managerial prerogatives when it furloughed the Claimant in a force reduction due to a decline in business and balanced the work force at its Montgomery facility to four (4) Machinists and four (4) Electricians. And finally, it should be noted that there is nothing in the record to warrant the conclusion that the Carrier discriminated against the Claimant, a black person, due to his race, in its decision to furlough the Claimant.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
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Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 10th day of December 1986.