

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**Second Division**

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (MACHINISTS)  
ILLINOIS CENTRAL SYSTEM**

**DISPUTE: CLAIM OF EMPLOYEES.**—That Machinists Griffin, Unkles, and Grabill be paid for wages lost, due to being unjustly furloughed August 10, 1935, under Rules Nos. 32 and 39.

**JOINT STATEMENT OF FACTS.**—Under date of August 6, 1935, the following notice was posted at Paducah, Kentucky:

**"Mr. ROYAL:**

"Effective after completion of day's work on the 10th, the following men will be suspended on account of store work falling off:

"Machinist M. S. Griffin.

"Machinist W. W. Unkles.

"Machinist O. Grabill.

"The above men are more experienced on floor work and while this suspension is not according to seniority, we have younger men than them who are operating machines.

"These men previously have had and will be given time, opportunity to exercise seniority on general machine work on store orders if they so desire.

**"J. L. CHAPMAN,**

*"Machine and Erecting Foreman.*

"Cy Messrs. Reams, Carlson, Puryear, Murray: Please notify these men personally, tell them if they want to exercise their seniority on general machine work, that they can do."

**Rule 28 of the schedule agreement, effective April 1, 1935, governs in the reduction and restoration of forces, and reads as follows:**

"When it becomes necessary to reduce expenses, the hours may be reduced to thirty-two (32) per week before reducing the force, except that before hours are reduced those having less than six (6) months' seniority will be furloughed. When the force is reduced, seniority as per Rule 32 will govern, the men affected to take the rate of the job to which they are assigned.

"Forty-eight (48) hours' notice will be given before hours are reduced. If the force is to be reduced, four days' notice will be given the men affected before reduction is made, and list will be furnished the local committee. This will not apply during temporary work afforded employees while forces are furloughed.

"In the restoration of forces, senior laid off men will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former position if possible, regular hours to be re-established prior to any additional increase in force, except on temporary work or necessary balancing of forces.

"The local committee will be furnished list of men to be restored to service. In the reduction of force the ratio of apprentices shall be maintained."

**POSITION OF EMPLOYEES.**—The committee contends Messrs. Griffin, Unkles, and Grabill, machinists, were furloughed in force reductions August 10, 1935, while junior machinists on seniority roster were retained in service; which is in violation of Rules #28 and #32 of the present agreement between the Illinois Central System and System Federation No. 99.

**POSITION OF CARRIER.**—Machinists Griffin, Unkles, and Grabill were the junior men employed on floor work, but there were machinists junior to them

employed as machine operators. The notice stated Griffin, Unkles, and Grabill would be permitted to exercise their seniority as machine operators, if they so desired. They declined to do this, saying they were not machine operators. Therefore, it is apparent their request for pay for time lost is not justified.

In our handling of this case with the employees' representatives, it was their contention the notice posted should have stated there was to be a force reduction of three machinists, which notice they say would have been understood by the local committee and shop forces to mean the three youngest machinists on the seniority list were to be laid off. They also say the committee and the shop forces would have known then that the three junior men were machine operators, and their jobs would have been open to be filled. They say floor men senior to Griffin, Unkles, and Grabill might have taken the machine operators' jobs, which would have permitted Griffin, Unkles, and Grabill to continue on floor work. All this is, of course, problematical, and only a supposition on part of the employees' representatives.

**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.

The parties to said dispute were given due notice of hearing thereon.

Rule 28 of the existing agreement reads in part as follows:

"When it becomes necessary to reduce expenses, the hours may be reduced to thirty-two (32) per week before reducing the force, except that before hours are reduced those having less than six (6) months' seniority will be furloughed. When force is reduced, seniority as per Rule 32 will govern, the men affected to take the rate of the job to which they are assigned."

The rule provides that junior men shall be laid off when reduction in force becomes necessary.

Protection of the service during a reduction in force is a matter of negotiation and adjustment between management and employe representatives, where a question arises as to the qualifications of the men affected.

The evidence presented in this case at the hearing clearly indicated a lack of mutual understanding between both parties to the dispute as to the method that should be followed in making a force reduction.

The evidence submitted to this Division does not contain proof of amount of wage loss sustained.

#### AWARD

The procedure followed in furloughing Machinists Griffin, Unkles, and Grabill was improper; therefore, if there has been any monetary loss sustained by the employes involved, the matter will be adjusted between both parties to the dispute.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: J. L. MINDLING  
Secretary

Dated at Chicago, Illinois, this 4th day of May, 1936.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION  
INTERPRETATION NO. 1 TO AWARD NO. 40  
DOCKET NO. 49**

**NAME OF ORGANIZATION:** Railway Employees' Department, A. F. of L.  
(Machinists)

**NAME OF CARRIER:** Illinois Central System

Upon application jointly submitted by the carrier and the representatives of the employees involved in the above award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided for in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

In the "Findings" contained in the Division's Award No. 40, the Division quotes a part of Rule 28, and then says, "The rule provides that junior men shall be laid off when reduction in force becomes necessary."

Then the Division says, "Protection of the service during a reduction in force is a matter of negotiation and adjustment between management and employe representatives, where a question arises as to the qualifications of the men affected."

Then the Division says, "The evidence submitted to this Division does not contain proof of amount of wage loss sustained."

Then followed the Award, as follows:

"The procedure followed in furloughing Machinists Griffin, Unkles, and Grabill was improper; therefore, if there has been any monetary loss sustained by the employees involved, the matter will be adjusted between both parties to the dispute."

The Division, therefore, found, and so states in the Award, that Machinists Griffin, Unkles, and Grabill were improperly furloughed and should be reimbursed for any monetary loss. The Division was unable to determine what amount of monetary loss was sustained because no evidence on that point was submitted to the Division.

The determining factor to enable the interested parties to arrive at a conclusion is contained in the Findings, reading:

"Protection of the service during a reduction in force is a matter of negotiation and adjustment between management and employe representatives, where a question arises as to the qualifications of the men affected."

Therefore, the three men in question should be paid for time lost from the day they were furloughed until they were returned to service, in accordance with their seniority rights.

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division**

**ATTEST: J. L. Mindling**  
Secretary

Dated at Chicago, Illinois, this 21st day of July, 1937.