

Award No. 492

Docket No. 481

2-CI&L-CM-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 32, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

CHICAGO, INDIANAPOLIS & LOUISVILLE RAILWAY

DISPUTE: CLAIM OF EMPLOYEES: That Joseph Parrott be restored to service as engine carpenter at Bloomington, Indiana, and paid for all time lost at the rate of 85¢ per hour, eight (8) hours per day and five (5) days per week, from October 10, 1939, until restored to service on account of being furloughed October 10, 1939, in violation of Rules 17, 30, 26 and paragraph B, of miscellaneous rule, page 24, of current agreement and assigning other carmen to do the work formerly done by Parrott.

EMPLOYEES' STATEMENT OF FACTS: Joseph Parrott was employed as second shift engine carpenter at the McDoel roundhouse, in Bloomington, Indiana, eight (8) hours per day, five (5) days per week, until Oct. 6, 1939, when he was furloughed in a reduction in forces. On Oct. 6, 1939, a bulletin was posted in the McDoel roundhouse announcing a reduction in forces to be effective 7:00 A. M. October 11, 1939, and advising the number of men to be retained in each craft. That bulletin abolished all engine carpenter jobs in that roundhouse, both on day and night shift.

The day following that reduction in forces, which furloughed Parrott, the second and third shift train yard inspectors were instructed to go to the roundhouse and do the engine carpenter's work, formerly done by Parrott.

POSITION OF EMPLOYEES: The carmen's local committee in conference with the system master mechanic protested against this reduction in force of the engine carpenter as a violation of our agreement on the grounds that the engine carpenter work had not been abolished, but that they had merely abolished the man doing that work, that the engine carpenter job was a specialized job carrying a differential rate of pay of seven (7) cents per hour above the carmen's rate of pay. That Parrott had secured that job through the exercise of his seniority by bidding the job in; also that the two train yard inspectors on each of the night shifts had all of the work they could do.

The master mechanic told the local committee that he did not know how the train yard inspectors were going to do that work and also keep up their own work, but that he was carrying out his instructions from his superior officer, and that they would have to do the best they could.

The total number of hours worked by the four train yard inspectors doing the engine carpenter work in the roundhouse will equal the total time worked by Parrott on the engine carpenter job. The pay roll records

The carrier submits:

1. There has been no violation of Rules 17, 26, 30 and paragraph B of miscellaneous rule, page 24, of the agreement.
2. There has been no violation of any other rule or rules of the agreement.
3. Position was discontinued in accordance with the terms of the agreement, and in the same manner that positions have been discontinued during the existence of the agreement.
4. The Second Division should render an award in favor of the carrier.

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.

While the carrier has the unquestioned right to reduce and increase forces to meet business requirements, the record is not clear as to whether this was done in conformity with the rules of the agreement, particularly Parrott's removal from the position of engine carpenter and the reassignment of his work to other carmen; also as to the amount of engine carpenter work remaining after the alleged reduction in force. The evidence of record indicates that the claimant did not avail himself of the work to which his seniority entitled him for the period October 11 to December 1, 1938, therefore, the Division is of the opinion that the representatives of the parties can develop the facts and adjust this matter in conformity with the agreement.

AWARD

Claim remanded without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 31st day of July, 1940.