

Award No. 1895
Docket No. 1793
2-CMSTP&P-FT-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 76, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Federated Trades)**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY**

DISPUTE: CLAIM OF EMPLOYEES: 1. That at Tacoma, Washington, the Carrier deprived certain employes in the crafts of Blacksmiths, Boilermakers, Carmen, Electrical Workers, Machinists, Sheet Metal Workers and Firemen and Oilers of their service rights during the period of July 21st through August 1st, 1952 in violation of the current agreements applicable to such classes of employes.

2. That accordingly the Carrier be ordered to reimburse such of the aforementioned employes damaged the full amount of their respective loss of wages on July 21, 22, 23, 24, 25, 28, 29, 30, 31 and August 1st, 1952 at their applicable hourly rates of pay.

EMPLOYEES' STATEMENT OF FACTS: At Tacoma, Washington, the carrier maintains forces in the back shop, in the roundhouse, in the Diesel house and in the car department. The seniority rights of these forces, by crafts, are confined to the point—Tacoma—at which employed, and this is confirmed by seniority list dated January 1, 1952, copy of which is submitted herewith and identified as Exhibit A.

The carrier made the election to close down the back shop during the period of July 21 to August 4, 1952. This is affirmed by Exhibits B and B-1 and by the abolition of 119 positions of the employes referred to in the above statement of claim, effective July 21 through August 1, 1952, who are specifically named in Exhibit B-2.

The carrier improperly reduced the forces, thereby retaining in the service employes junior to those named in Exhibit B-2, and thus, said claimant employes were deprived of their employment rights on July 21 through August 1, 1952, with the result that the officers of the carrier have declined to compensate such claimant employes so damaged.

The agreement of November 1, 1938 applicable to the firemen and oilers, the agreement of September 1, 1949 applicable to the machinists, the boilermakers, the blacksmiths, the sheet metal workers and the carmen, and the agreement of September 1, 1949 applicable to the electrical workers, as these said agreements have been subsequently amended, are controlling.

themselves even though they were invited to exercise their seniority in the June 20, 1952 bulletins.

Since these employes voluntarily chose to remain idle rather than to take advantage of their seniority rights when they were invited to do so, it is clear that they are entitled to nothing at all.

THE REMAINING 31 CLAIMANTS ARE EMPLOYES WHO DID NOT HAVE SUFFICIENT SENIORITY TO WORK WHILE THE BACK SHOP WAS CLOSED DOWN REGARDLESS OF WHAT METHOD HAD BEEN USED TO REDUCE FORCES

As explained above, 31 of the claims were withdrawn from this dispute for a while because only 49 of the claimants had sufficient seniority to continue working. The claims of these 31 employes certainly cannot be given consideration because they would not have worked even if the carrier had done what the employes say should have been done. These claims were withdrawn from this dispute as is shown in carrier's Exhibit A, and certainly should not have been included for submission to the Second Division.

CONCLUSION

It is shown above that:

(1) The method of force reduction employed on this occasion is strictly in accordance with Rule 27(a) since the reduction was to affect all shop craft workers in the back shop, and Rule 27(a) says:

“reduction will be accomplished by reducing forces at any * * * shop * * * seniority as per Rule 31 to govern;” (Underscoring supplied.)

The method of force reduction suggested by the employes would not have been in accordance with Rule 27(a). The method used on this occasion is exactly the same as has been used on other occasions at other points without complaint or protest on behalf of the employes. Thus, Rule 27(a) was not violated.

(2) Forty-nine of the claimants had seniority under Rule 31(a) to work elsewhere in Tacoma, and were invited to do so, and chose voluntarily to remain idle. These claims are without merit because any lost earnings allegedly suffered by them was due to their own voluntary action.

(3) The remaining 31 employes whose claims are submitted would not have worked no matter what method had been used to reduce forces because they did not have sufficient seniority to work elsewhere in Tacoma while the back shop was closed down. These claims were withdrawn at one stage of the handling of this dispute on the property, and certainly should not have been resubmitted since they are entirely without merit according to the views of both parties to this dispute.

We therefore submit that this claim has no merit, and we respectfully request that it be denied.

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.

The record in this case reveals that at Tacoma, Washington, the carrier has a back shop, a roundhouse, a Diesel shop and a car shop. The seniority rosters of these employes by crafts are confined to the point, Tacoma, Washington on one roster.

This case concerns the proper application of Rule 27, Reduction in Force, reading in part as follows:

“Rule 27, paragraph (a): When it becomes necessary to reduce expenses, reduction will be accomplished by reducing forces at any point, shop, department or subdivision thereof, seniority as per Rule 31 to govern; the employes affected to take the rate of the job to which they are assigned. * * *”

Rule 27 governs in this case. The senior employes in the back shop affected, desirous of assignment in the roundhouse, Diesel shop or car shop, should be assigned; seniority as per Rule 31 to govern; employes affected to take the rate of the job to which they are assigned.

This record does not warrant payment of wages for time lost.

AWARD

Claim disposed of in accordance with the aforesaid findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of March, 1955.