

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

J. D. MASDEN, ET AL.

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1. By Bulletin dated February 4, 1957, the Louisville & Nashville Railroad Co., (hereinafter referred to as the Carrier) announced the discontinuance of all mechanical operations of its South Louisville Roundhouse, effective at the close of the third shift, February 17, 1957. Petitioning employees (hereinafter called petitioners) who prior to that date had been making inspections and running repairs to and servicing diesel locomotives, at points which for more than fifty years had been considered in the South Louisville Roundhouse district, were cut off in force reduction, purportedly under Rule 26 of the skilled employees' agreement and Rule 13 of the unskilled employees' agreement. Immediately following the discontinuance by the Carrier of such operations, the jobs comprising such operations were bulletined by the Carrier. Some of such jobs were bid in by other employees of the Carrier junior in seniority to petitioners. The remaining jobs were by the Carrier assigned to junior employees or assigned to some of petitioners with a new seniority dating of February 18, 1957. In the reduction of forces and restoration of forces, petitioners' seniority was not protected as required by Rule 29 and Rule 26(g) of the skilled agreement and Rule 10 and Rule 14(c) of the unskilled agreement. Employees junior in seniority to petitioners (some of whom have been brought in from outlying points) are now doing their work. Petitioners have continued to do the same kind of work and in the same places as prior to February 18, 1957, but have been assigned to less desirable shifts and hours of employment and their seniority now stands only as of February 18, 1957, though many of them have more than thirty years' seniority.

2. Notwithstanding the Carrier purportedly abandoned the South Louisville Roundhouse and discontinued all mechanical operations thereof, it continues to maintain seniority rosters for the Roundhouse district and petitioners have the same seniority standing thereon as prior to February 18, 1957. Nevertheless their employment since that date has been upon the basis of seniority in the South Louisville Shops as of February 18, 1957.

3. The Carrier has refused to dove-tail the seniority of petitioners in with the employees of the South Louisville Shops, as of that date, and the Unions, being the bargaining representatives of the crafts to which petitioners belong, have refused to request of the Carrier the dove-tailing of petitioners' seniority with said South Louisville Shop employees.

General rulings or interpretations will not be made on this agreement, except in conference held between the Director of Personnel, for Management, and the General Chairman, for employees concerned."

There is no dispute between carrier and System Federation No. 91, AFL, concerning petitioners involved in the South Louisville, Kentucky, roundhouse force reduction. There is, therefore, no merit to the request of the petitioners and it should 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 employees 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 grievance herein involves consequences flowing from the closing of the South Louisville Roundhouse, a separate seniority point of the carrier. The claimants in Docket No. 2787-I are employees of the South Louisville Roundhouse, and they advance the primary claim that they are entitled to be dovetailed in seniority with employees of the South Louisville Shops, another separate seniority point.

Seniority rights, including rights to have seniority dovetailed, are created or extended solely by contract or agreement negotiated between the carrier and the duly accredited representatives of the respective craft or class of employees.

The record in Docket 2787-I discloses that no agreement provision for the dovetailing of seniority has been negotiated, or agreed to by the carrier and the duly accredited employe representatives. The seniority rules of the current collective agreement provide only for standard point seniority, which does not call for dovetailing of seniority when a point is closed or abolished.

We find no merit in the contention of the claimants that the South Louisville Roundhouse was not in fact closed or in the contention that the closing of the South Louisville Roundhouse was in bad faith or a subterfuge. When a point is closed, the work theretofore performed at that point is often transferred to another point, and from all that appears in the record, that is what happened in these circumstances.

The controlling agreement has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June, 1958.