

**Award No. 4663**

**Docket No. 4490**

**2-L&N-CM-'65**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Bernard J. Seff when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION No. 91, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. of L. — C. I. O.  
(Carmen)**

**LOUISVILLE AND NASHVILLE RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Agreement was violated when all carmen at West Knoxville, Tenn., were furloughed, effective July 1, 1962, and their work assigned to foremen and others, and

2. Accordingly, the Carrier should be ordered to —

(a) Discontinue the use of foremen to perform carmen's work,

(b) Restore the furloughed carmen to their former positions, namely: A. D. Eggers, K. L. Bull, H. R. Williams, C. L. Mitchell, (on sick leave) E. W. Woliver, M. C. Branam, J. D. Ballew, F. M. Wyatt, A. W. Spangler, W. A. Smith, H. L. Sears, Hodgie Wiggins, H. R. Stewart and John Walker, and

(c) Compensate them for all time lost and pay all premiums for hospital, medical, surgical and group life insurance benefits, while they are furloughed.

**EMPLOYES' STATEMENT OF FACTS:** Effective at 7 AM, July 1, 1962, all carmen's positions at West Knoxville were abolished and the 13 carmen assigned thereto were furloughed. Prior to the force reduction, these carmen were assigned as follows:

1. A. D. Eggers							
2. K. L. Bull	S	M	T	W	T	F	S
3. H. R. Williams	X	1	1	1	1	1	7
4. C. L. Mitchell (on sick lv.)	2	2	2	2	7	7	2
5. E. W. Woliver							
6. M. C. Branam	X	10	10	10	10	10	13

3. In the interest of economy and efficiency, and in accordance with the provisions of Rule 30 of the current agreement, as well as the principle laid down in the aforementioned Awards of this Board, the work formerly done by carmen at West Knoxville was transferred to working foremen. (Third Division Award 6944.)

4. The amount of work at West Knoxville is such that it can be and is being performed by the working foremen, and there is no need for a force restoration.

Based on the common-sense, practical reasons which are contained in the record; the fact that the claim is not supported by the agreement; the fact that employes have not offered the necessary proof in support of the claim; and the fact that the claim is entirely lacking in merit, carrier respectfully requests 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.

Parties to said dispute were given due notice of hearing thereon.

It is not disputed that the Carrier furloughed all carmen at West Knoxville, Tenn., effective July 1, 1962 and assigned the work previously performed by these employes to working foremen and others.

The Organization requests restoration of furloughed carmen to their former positions, compensation for all time lost and payment of all premiums on hospital, surgical and group life insurance policies while the employes in question were in furloughed status.

Carrier contends that absent a showing of violation of the current Agreement the claim must be denied in its entirety. Carrier points to Rule 30(a) and 30(b) which provide that where there is not sufficient work to justify a mechanic of each craft the mechanic or foremen employed at outlying points (West Knoxville is explicitly defined as such an outlying point in the contract) shall perform the work of any craft that may be necessary. Carrier states that work at the point in question diminished to such an extent that sound managerial judgment required it to furlough the carmen in question. Carrier also points out that all furloughed carmen were transferred to other work except for one man who refused to take a transfer except to one job where he was not needed.

It does not appear that the Carrier violated its Agreement.

**AWARD**

**Claim denied.**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION**

**ATTEST: William B. Jones  
Chairman**

**E. J. McDermott  
Vice-Chairman**

**Dated at Chicago, Illinois, this 26th day of February, 1965.**