

Award No. 5335
Docket No. 5142
2-SOU-MA-'67

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee William H. Coburn when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 21, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Machinists)

SOUTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That on January 15, 1965, the work contracted to the class and craft of Machinist at the Carrier's Spencer, North Carolina Diesel Shop, at the Carrier's Greensboro, North Carolina Diesel Shop and at the Carrier's Danville, Virginia Diesel Shop, was turned over to foremen, carmen, laborers and others not covered by the controlling agreement, and that as a consequence thereof, Machinists C. M. Huffine, B. K. Lentz, F. C. Cain, J. H. Higdon, John Wands and C. R. Canup of the Spencer, N. C. Diesel Shop; E. H. Blackwell of the Greensboro, N. C. Diesel Shop and R. J. Cable of the Danville, Virginia Diesel Shop were wrongfully furloughed.

2. That accordingly, the Carrier be ordered to restore this work to the class and craft of Machinists, and that Machinists Huffine, Lentz, Cain, Higdon, Wands, Canup, Blackwell and Cable be returned to their former positions with pay for all time lost, and in addition, be made whole for all fringe benefits lost, such as vacations, holidays and insurance premiums.

EMPLOYEES' STATEMENT OF FACTS: C. M. Huffine (seniority date 11-30-22), B. K. Lentz (seniority date 1-24-18), F. C. Cain (seniority date 6-15-22), J. H. Higdon (seniority date 10-19-20), John Wands (seniority date 4-3-23), and R. C. Camp (seniority date 11-11-46) hereinafter referred to as the claimants, were regularly employed by the Southern Railway Company, hereinafter referred to as the Carrier, as Machinists at the Spencer, North Carolina Diesel Shop. E. H. Blackwell (seniority date 4-26-27) was regularly employed at the Greensboro, North Carolina Diesel Shop and R. J. Cable (seniority date 1-11-62) was regularly employed at the Danville, Virginia Diesel Shop. Each Claimant was furloughed at the close of his shift effective January 15, 1965.

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.

The gravamen of the Employees' complaint in this case is that work performed by and belonging under contract to the class and craft of Machinists at those locations named in the Statement of Claim was assigned to supervisory and other employes not of the machinist craft. Thus, Claimants were wrongfully furloughed.

The Carrier's answer to this contention is that machinist work at those locations disappeared and, therefore, there was no work left for Claimants to perform. Accordingly, the Carrier asserts, it was entirely proper to furlough them.

Thus the dispositive issue before the Board is one of fact. We have examined the record carefully and have concluded that there is insufficient evidence to support the contentions of either party relating to the factual question which we deem material and controlling on the merits of this case.

In view of the foregoing, the Board necessarily must invoke the provisions of the January 27, 1965 Agreement between these parties. Articles III and IV thereof are designed to resolve the precise type of factual dispute that is present here. They provide for a joint check by the parties to determine (a) the amount of craft work being performed by supervisory employes (Art. III); and (b) whether there is sufficient work at an outlying point (the locations here are outlying points) to justify the employment of "a mechanic of each craft" or "the designation of the craft to perform the available work. . . ." (Art. IV.)

Accordingly, the Board directs the parties to conduct a joint check pursuant to the cited provisions of the aforesaid agreement and to report the results thereof to this Division within sixty (60) days from the date hereof.

Pending the receipt of such report, the Board will retain jurisdiction of the claim.

AWARD

Claim to be treated in accordance with Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 6th day of December, 1967.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.