

The Second Division consisted of the regular members and in addition Referee Harold M. Weston when award was rendered.

Parties to Dispute: (Railway Employees' Department, A. F. L. - C. I. C.
(Carmen)
(Pacific Fruit Express Company

Dispute: Claim of Employees:

1. (a) That under the controlling agreement, the carrier improperly abolished all positions of carmen, helpers, laborers and apprentices at the close of the work shift on July 30, 1973 at the Roseville, California Repair Shop and at the City of Industry Repair Shop and Trailer Repair Lot at La Marr Street in Los Angeles, which resulted in the employees at Roseville Shop losing three days pay and the employees at the City of Industry Shop and Trailer Lot losing five days pay.

(b) That an additional 28 men at the Roseville Shop who were not notified properly when to report back to work caused them to lose an additional days pay.

2. That accordingly, the carrier be ordered to compensate all employees at the Roseville, California Repair Shop and all employees at the City of Industry Shop and La Marr Trailer Lot at their applicable rate of pay for the days lost as set forth in the original claims by the Local Chairmen and which will be attached hereto as Exhibit "A".

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 waived right of appearance at hearing thereon.

This dispute stems from the layoffs of employees at the Roseville, California, Repair Shop and at the City of Industry, Los Angeles, Repair Shop. The layoffs began at the end of the affected employees' shifts on July 30, 1973, and lasted from three days in some instances to four or five days in others.

Petitioner points out that notices of the layoffs were not posted until July 30, 1973, the date they began. It contends that Carrier thereby violated Rule 19 (b) of the applicable Agreement which prescribes that not less than five working days advance notice shall be given before a reduction of force is effected.

It is Carrier's position that its forces were temporarily reduced because of strikes called by the Teamsters and United Farm Workers Organizing Committee. Carrier maintains that under Article II of the National Agreement of April 24, 1970, it could therefore furlough the Claimants without prior notice.

Article II, the provision cited by Carrier, provides that any notice requirement is eliminated when temporary force reductions are made "under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute ***** provided that such conditions result in suspension of a carrier's operations in whole or in part" and that "such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations."

It is undisputed that strikes by the Teamsters and Farm Workers were in progress when the furloughs took place. While Carrier employees did not participate in the strikes and the strikes occurred two hundred miles or more from Roseville and Los Angeles, they did involve growers in the Salinas and San Joaquin Valley who normally were responsible for substantial shipments of their produce on Carrier's trains. The fact that a large number of cars could have been worked on at the Roseville and City of Industry Shops does not militate against the conclusion that Carrier was deprived of considerable business because of the labor dispute between its customers and the Teamsters and Farm Workers.

The record shows that Carrier took prompt measures to limit the area affected by the strikes and to curtail the layoff period. The normal flow of cars into California loading areas was temporarily tied up and operations at Roseville and City of Industry Shops were in part suspended during the claim period.

In our opinion, Article II of the April 24, 1970, Agreement is applicable to this situation. The claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of February, 1976.