

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12905
Docket No. 12742
95-2-93-2-131

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (International Association of Machinists
(and Aerospace Workers
(
(Illinois Central Railroad

STATEMENT OF CLAIM:

"That the Illinois Central Railroad, hereinafter referred to as Carrier or Company, has violated the controlling agreement dated September 25, 1964, as subsequently amended, Article I, Employee Protection, because Machinists V. A. Cheek and Willie Jones have not been afforded the Employee Protective Benefits of Article I of the September 25, 1964, Agreement as a result of their being adversely affected when they were furloughed at the end of their respective shifts on May 29 and 30, 1990, as a result of the Carrier's change of operations (transfer of work) from its Baton Rouge, Louisiana, Shops to Geismar, Louisiana, and other locations for which no notice was given the Employees as is required by Article I, Section 4 of the September 25, 1964 Agreement.

That each of the claimants, Machinists V. A. Cheek and Willie Jones, be afforded the employee protective benefits provided by Article I of the September 25, 1964 Agreement, beginning on the effective date they were furloughed and continuing thereafter in accord with the terms of the Agreement."

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

In and around April 1990, the Carrier discontinued a train which terminated at Baton Rouge and established a train running through Baton Rouge to Geismar. At the same time, several road switchers were abolished, some operating out of Geismar and some out of Baton Rouge.

The Organization described these changes as follows:

"The changes in the Carriers' operations at Baton Rouge resulted in approximately 150 less diesel locomotives being inspected, serviced, maintained and repaired each month by the 6 machinists at that location. Obviously, such a transfer of work adversely affected those machinists because it represented approximately 60% of the work performed by the machinists at that location."

The Carrier established a Machinist position at Geismar by bulletin dated May 10, 1990, but abolished it shortly thereafter on May 24, 1990.

On May 29-30, 1990, the two Claimants, Machinists at Baton Rouge, were furloughed when the Machinist force at Baton Rouge was reduced from six to four employees. Thereafter, this claim was initiated on their behalf to seek coverage under the September 25, 1964 Agreement as to the specified 60-day notice and protective benefits, based on the application of Section 2 involving "transfer of work" and "consolidation of services."

The Carrier contends that the reduction of train services did not constitute a substantive "transfer" of work, as evidenced by the fact that no Machinists are employed at Geismar.

The Board concludes that there is no showing that the furlough of the two Claimants was caused by transferring their work to another location. The force reduction was the more likely consequence of the reduced number of trains.

Form 1
Page 3

Award No. 12905
Docket No. 12742
95-2-93-2-131

The claim, however, takes an additional approach. This is the contention that Machinist work is being performed by other crafts at Geismar. While this is an allegation which the Organization is at liberty to pursue separately and with specific proof, it is not appropriate within the claim here under review, which centers on protective benefits rather than assignment of work to appropriate crafts.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.