

Award No. 1

Case No. 1

PARTIES Railroad Yardmasters of America  
TO and  
DISPUTE Seaboard System Railroad

STATEMENT "Claim in behalf of Yardmaster J. P. Rummage for 10 days pay  
OF CLAIM account violation of mediation agreement-Case A-9288. This  
agreement requires ten (10) day notice to abolish a Yardmaster  
position. The UMWA strike created no emergency to allow you  
to violate A-9288."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

The yard in which this dispute originated, the Atkinson Yard, is located in Western Kentucky on the main line between Evansville, Indiana, and Nashville, Tennessee. At this location the primary traffic is coal. At 12:01 A.M., March 27, 1981, the mine workers went on strike and several mines served by crews from the yard in question herein were shut down due to the strike. The strike lasted for a substantial period of time (beyond the middle of May). Prior to the strike, there were three Yardmaster positions at the Atkinson Yard, one for each shift, and a Relief Yardmaster position. In addition, there were three regular yard engine assignments, one on each shift, and occasionally extra yard engines were called. The claimant herein was the Relief Yardmaster at this location.

Carrier alleged that there was a significant reduction in activity and decrease in the number of cars handled following the strike. Information in support of this assertion, however, was not introduced during the handling of this matter on the property and may not be considered by the Board. Carrier points out that on March 30, 1981, the third shift Yardmaster position, as well as the third shift yard engine and two pool crew assignments were abolished. On March 31, the Relief Yardmaster's position was reduced from a five-day assignment to a four-day assignment due to the elimination of the third shift Yardmaster's job.

Thereafter, on April 3, 1981, the Relief Yardmaster's position was abolished

triggering the dispute herein. Following the abolition of the Relief Yardmaster assignment, relief for the first and second shift Yardmaster's assignment was provided from the Extra Yardmaster list. In addition, the claimant herein exercised his seniority and claimed the second shift Yardmaster position, starting to work on this assignment on April 4, 1981.

The Organization relies on the provisions of the mediation agreement A-9288 in which it is established that ten calendar days notice is required prior to Carrier abolishing a Yardmaster position. The Organization insists that it is this rule which is applicable to the facts herein and not the force reduction rule which makes an exception in the case of an emergency such as a strike (National Agreement April 23, 1971, Article V). The Organization maintains that no emergency existed in this instance on the date, April 3, on which the Relief Yardmaster's position was abolished and that this was the eighth day since the strike began. The Organization argues that Carrier suspended no operation but merely shifted activities to another shift.

The Organization notes that the agreement provides for the establishment of a four-day work week for any position upon agreement with the general chairman of the Organization. In the dispute herein, the Train Master reduced the claimant's work week from five days to four on April 2, 1981, without discussion with the Organization. The Organization insists that when the trainmaster was told that this was improper and that one day's pay was owing to the claimant herein, he thereupon abolished the position using the strike as a subterfuge for that purpose. In support of this position, the petitioner notes that the positions were covered from the standpoint of relief by the Extraboard and, hence, there was no suspension of operations caused by the emergency necessitating the position being abolished. In short, the four days involved in the Relief Yardmaster position continued and there should not have been an elimination of that job.

Carrier argues that mediation agreement A-9288 is not applicable in this case, rather the force reduction rule should be applied, according to Carrier. The particular job abolishment was directly caused by the UMWA strike, according to the Carrier and business at the Atkinson Yard decreased drastically,

necessitating emergency reduction in job assignments. Carrier argues that it had no control over the strike and the resulting decline in business and therefore the Relief Yardmaster position was abolished in accordance with the appropriate rule (Article V of the April 23, 1971 National Agreement).

The Board notes that Carrier submitted no information whatever during the handling of this matter on the property with respect to the impact of the UMWA strike on its operations. There is no question but that the elimination of the third shift job reduced the need for the relief assignment in this dispute. However, the fact that it is admitted that the relief assignment for four days was covered by the Extraboard list employees negates the position taken by the Carrier that the position of the claimant was abolished because of the emergency. If the work continued, even though on a reduced basis, there was no emergency reason established for the abolishment of the position. For the reasons indicated, therefore, the claim must be sustained. Claimant must be compensated to the extent of ten calendar days which was the appropriate period for notification prior to the abolishment of his position(see 4th Div. NRAB Award 3056).

AWARD

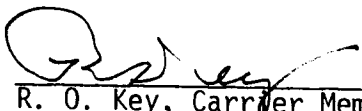
Claim sustained.

ORDER

Carrier will comply with the award herein within thirty (30) days from the date hereof.



I. M. Lieberman, Neutral-Chairman



R. O. Key, Carrier Member



D. R. Carver, Employee Member

Jacksonville, Florida

February 25, 1985