

Award No. 1939
Docket No. 1766
2-GC&SF-CM-'55

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (CARMEN)**

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement Carmen C. A. White, P. R. Macy and B. W. Cain on June 1, 1953 were denied their contractual seniority rights; that Carmen Odell Hass, Carl Reavis and J. T. Allison on June 3, 1953 were denied their contractual seniority rights.
2. That accordingly the Carrier be ordered to:
 - (a) Make these employes, C. A. White, P. R. Macy and B. W. Cain whole by compensating them each additionally for eight (8) hours at the applicable overtime rate for June 1, 1953.
 - (b) Make these claimants, Carmen Odell Hass, Carl Reavis and J. T. Allison whole by compensating them each additionally for eight (8) hours at the applicable overtime rate for June 3, 1953.

EMPLOYEES' STATEMENT OF FACTS: The following carmen, hereinafter referred to as the claimants, are regularly employed, bulletined and assigned at Fort Worth, Texas—a separate seniority point—as hereinafter set forth.

"Name	Occupation	Assigned Hours	Assigned Work Week
C. A. White	Car Inspector	7 A.M.- 3 P.M.	Tuesday through Saturday
P. R. Macy	Car Inspector	3 P.M.-11 P.M.	Wednesday through Sunday
B. W. Cain	Lead Carman	8 A.M.-12 Noon 12:30-4:30 P.M.	Wednesday through Sunday
Odell Hass	Car Inspector	11 P.M.- 7 A.M.	Friday through Tuesday
Carl Reavis	Car Inspector	3 P.M.-11 P.M.	Friday through Tuesday
J. T. Allison	Car Inspector	11 P.M.- 7 A.M.	Thursday through Monday"

These claimants all have established seniority in the Fort Worth, Texas, seniority district.

In conclusion, the carrier respectfully asserts that the claim of the employes in the instant dispute is entirely without merit or support under the agreement rules and should be denied in its entirety.

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.

The parties to said dispute were given due notice of hearing thereon.

Fort Worth and Cleburne are separate seniority points for carmen, and Saginaw a small intermediate town, 36 miles from Cleburne and 7.9 miles from Fort Worth. Its Yard is separated from the North Fort Worth Yard by 2.3 miles of main line track. Carrier maintains a small car repair force at Fort Worth, a large force at Cleburne, and none at Saginaw. One car inspector assigned to work at North Fort Worth makes a daily trip to Saginaw to inspect cars set out there.

Carrier on the involved dates sent three carmen and a laborer from Cleburne to Saginaw where they repaired some box cars for shipping grain. Claimants, who are carmen employed at Fort Worth, assert that Saginaw is located within the Fort Worth seniority district where they held exclusive seniority under Rule 28 (a) reading in part:

“Seniority of employes covered by this agreement shall be confined to the point or district in which employed. . . .”

Carrier asserts that Saginaw is not a part of Fort Worth nor within its seniority district but an outlying point between districts to which it may send carmen from other points under Rule 11 (a) which reads, in part:

“Employes sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop. . . .”

Since the organization asserts a limitation on carrier's right to assign labor, it has the burden of proof. Its relied on rule confines seniority to the point or district in which employed. Saginaw is a separate town from Fort Worth with separate yard, therefore presumably a separate point under the rule. It is not included in any demarcation of Fort Worth Yards or any definition of them. The use of a car inspector assigned to North Fort Worth at Saginaw is as consistent with carrier's contention that Saginaw is an outlying point where it may assign carmen from other districts as with claimant's contention that it is within the Fort Worth district. Claimants have not sustained their burden of proof.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May, 1955.