

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 69, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)
FLORIDA EAST COAST RAILWAY

DISPUTE: CLAIM OF EMPLOYEES.—That Machinist A. R. O'Steen's seniority should date from April 20, 1925, instead of January 18, 1932.

EMPLOYEES' STATEMENT OF FACTS.—Mr. O'Steen entered the service of the Florida East Coast Railway as machinist at St. Augustine, Florida, shops, April 20, 1925.

Laid off St. Augustine account of reduction of force, June, 1927.

POSITION OF EMPLOYEES.—While laid off at St. Augustine he accepted position as machinist at Hialeah shop, Miami, Florida, in September, 1927, with the verbal understanding with the shop superintendent and the superintendent of motive power and machinery (the agreement in effect at that time also gave him this right) that he would retain his seniority at St. Augustine and be recalled to St. Augustine for the first vacancy.

In November, 1929, he learned that the company was planning to pension Machinist Hood at St. Augustine in January, 1930, account of his advanced age, and he secured 90 days' leave of absence from Hialeah shop in order to be ready to report for work at St. Augustine and thereby protect his seniority. However, in January the company decided to retain Mr. Hood in the service until he reached the age of 70 years, and the shop superintendent so advised Mr. O'Steen in Hialeah shop.

At the expiration of his 90 days' leave of absence, Mr. O'Steen applied to the master mechanic at Hialeah for an extension of leave of absence, but was refused. Later, on November 15, 1930, Mr. O'Steen received telegram from the master mechanic advising that position was open, and he accepted same, remaining at Hialeah until August, 1931, when the shop was abolished, and the work moved to St. Augustine.

From June, 1927, when he was laid off at St. Augustine, he was never called back to St. Augustine until January 18, 1932, at which time he went back to work at St. Augustine.

We herewith quote rules of the agreement in effect from July 15, 1922, until October 16, 1933, which covers the period that he was laid off at St. Augustine.

"RULE 4 (a). Seniority Lists.—The seniority of employes in each craft, and in each department covered by this Agreement, shall be confined to the point employed in each of the following departments:

"Locomotive Department:

"Machinists
"Boilermakers
"Blacksmiths
"Sheet Metal Workers
"Electrical Workers
"Apprentices
"And their Helpers

"Car Department:

"RULE 4 (c). Transfers.—Employes transferred from one point to another with a view to accepting permanent transfer, will, after fifteen (15) days, lose their seniority at the point they have left; and their seniority at the point to which transferred will begin on the date of transfer.

"If transferred temporarily, they will retain seniority at Home Shop.

"Employes will not be compelled to accept permanent transfer to another point.

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.

O'Steen was furloughed June 1, 1927, at St. Augustine and returned to work at this point when the first opportunity occurred, January 18, 1932.

AWARD

Claim of employes sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 2nd day of October, 1936.