

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, AFFILIATED WITH RAILWAY EMPLOYEES' DEPARTMENT, AMERICAN FEDERATION OF LABOR

THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY

The designated and authorized representatives of the carrier and employes, being unable to agree, respectfully submit the following to your Board for consideration and decision:

DISPUTE: CLAIM OF EMPLOYEES.—What is proper seniority status and classification of Louis Sinise?

JOINT STATEMENT OF FACTS.—Mr. L. Sinise was employed as an emergency snow shoveler January 9, 1930, and worked as an emergency machinist helper four days in January, 1930, and later returned to position of laborer, and on January 29, 1930, he was promoted to a junior pipefitter helper, working as such to October, 1934, when he was laid off in reduction of force. In August, 1931, Mr. Sinise was put on as a sheet metal worker by the local foreman, working as such from August 24, 1931, to December 21, 1931, and he (Sinise) was at no time carried on the roster as a mechanic.

POSITION OF EMPLOYEES.—Mr. Louis Sinise was employed as an emergency snow shoveler January 9, 1930, and on the 16th day of the same month he was promoted to a junior machinist helper and was later transferred to a pipefitter helper, working as such to October, 1934, when he was laid off in a reduction of forces, at which time he reverted back to the laborer gang. In August of 1931, a pipefitter at Blue Island, sometimes referred to as Burr Oak, was off sick, and the local foreman at that point permitted Sinise, then working as a pipefitter helper, to fill the vacancy, which was a strict violation of the rules, as the position should have been bulletined to the Chicago Terminal Division as per Rule 15 of the July 1, 1929, working agreement which reads as follows:

“When new jobs are created or vacancies occur in the respective trades, same will be bulletined for five (5) days and filled within five (5) days after close of bulletin by assigning the oldest employe at point employed who bids for same, ability being sufficient. After thirty days' service, ability will be deemed sufficient and seniority shall govern. When vacancies occur at any point on a division, preference will be given men on division affected in filling such position.”

If no men on the Chicago Terminal Division desired to fill this vacancy, then the system must be canvassed and position filled with mechanics who hold rights as such who were laid off at the various points, which is in line with Rule 26 of the July 1, 1929, working agreement, which reads as follows:

“When reducing forces, if men are needed at any other point, they will be given preference to transfer to the nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the railway.”

Neither of the above outlined steps were followed and it is not consistent to violate the rules on any particular instance and expect to keep something in effect that was wrong in the first place. It is a fact that a number of our mechanics were laid off at that time and were available. On the 13th of March, 1930, a drastic reduction of force took place on the Rock Island and back shops, such as at Chicago, Silvis, Cedar Rapids, Horton, and Shawnee, were put on a ten-day per month basis and remained so for several years and at times during

claimed, as we understand it, a seniority date from the date that he first rendered service in an emergency as a mechanic, but only from the date of August 24, 1931, when he worked continuously for a period of several months as a mechanic.

It is the contention of Mr. Sinise, supported by the management, that he is entitled to date as pipefitter of August 24, 1931, and he is being so shown on seniority roster dated January 1, 1936.

It is affirmed that all data submitted herewith in support of the position of each of the parties has been presented to representatives of the other party and is hereby made a part of the question in dispute.

Opportunity for oral presentation and argument is not desired.

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 submitting this dispute stated "Opportunity for oral presentation and argument is not desired."

Rule 15, then in effect, reads as follows:

"When new jobs are created or vacancies occur in the respective trades, same will be bulletined for five (5) days and filled within five (5) days after close of bulletin by assigning the oldest employe at point employed who bids for same, ability being sufficient. After thirty days' service, ability will be deemed sufficient and seniority shall govern. When vacancies occur at any point on a division, preference will be given men on division affected in filling such position."

The use of Louis Sinise as a sheet metal worker on various days so employed was in violation of this rule as there were furloughed sheet metal workers who should have been used for this work.

No seniority date as a sheet metal worker could be established until properly employed in that capacity in accordance with the terms of the agreement in effect.

AWARD

Louis Sinise has no seniority as a sheet metal worker.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 20th day of October, 1936.