

Award No. 241
Docket No. 253
2-StLSW-CM-'38

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 45, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
OF TEXAS**

DISPUTE: CLAIM OF EMPLOYES: That Rule 21-1, Subdivision 8, of the agreement between the aforesaid parties was violated by the carrier in maintaining two seniority rosters for this class of employees at one point, Tyler, Texas. That junior employees (carmen) should be laid off, as per Rule 19, irrespective of whether the work is on the little or big rip track.

JOINT STATEMENT OF FACTS: Rule 21 of the current agreement between the parties effective October 1, 1937, reads:

"RULE 21

SENIORITY

21-1. Seniority as provided for herein shall be determined by the days elapsing after the date of last employment, including time lost by leave of absence, reduction in force, or other excused cause, confined to each point of employment separately, by the craft or sub-division thereof (the seniority of journeymen, helpers and apprentices being separate as between themselves) and seniority list shall be posted as of January 1st of each year by the Trustee at each respective place of employment, and when so posted shall be binding and conclusive on all parties after the expiration of thirty (30) days or until changed by mutual agreement of the employees and the Trustee, to-wit:

METAL CRAFTS

Craft	Sub-Division
Boilermakers	1. Locomotive Department
	2. Roundhouse

CARMEN

1. Patternmakers
2. Upholsterers
3. Cabinet Makers, Coach Builders and Locomotive Carpenters
4. Wood Mill Mechanics
5. Painters—Decorators, Coaters and Varnishers

on the seniority list now being protested have been continued in service when senior employees on the other roster were laid off. Paragraph 21-3 of the 1937 agreement, quoted in the Joint Statement of Facts, specifically provides that seniority dates as held in the various subdivisions by the various employees will not be disturbed. This rule was inserted in the agreement to cover just such a situation as the instant case. The carrier's position is that it is without authority to deviate from the provisions of Rule 21-3, particularly in view of the fact that at the time the 1937 agreement was negotiated the two seniority rosters were in effect at Tyler.

The carrier, therefore, contends that the rules of the current agreement are being applied and the application should not be disturbed.

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.

The parties to said dispute waived right of appearance at hearing thereon.

Rule 21-1 provides for seniority by the craft or subdivision thereof at point of employment. Therefore, maintaining more than one seniority roster in Sub-division 8 of carmen at Tyler, Texas, was a violation of this rule.

AWARD

Claim of employees sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 2nd day of June, 1938.