

Award No. 440
Docket No. 452
2-CRI&P-CRI&G-CM-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION No. 6, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

**THE CHICAGO, ROCK ISLAND AND PACIFIC
RAILWAY CO.**

THE CHICAGO, ROCK ISLAND AND GULF RAILWAY CO.

DISPUTE: CLAIM OF EMPLOYEES: That William McCann Jones, carman, formerly employed at Silvis, Illinois, be restored his seniority rights, or credit for service from April 19, 1912, to December 23, 1936, which was his 65th birthday, so that he may be placed in line for pension.

EMPLOYEES' STATEMENT OF FACTS: Mr. Jones states he was sick on February 2, 1928, and remained so for two and one-half months, but on February 27, 1928, he was notified that he had been taken out of service, reason given was reduction in shop forces at the Chicago, Rock Island and Pacific Railway shops at Silvis, Illinois.

POSITION OF EMPLOYEES: Seniority rule violated.

Our contention is that Rule 15 of the agreement then in effect was violated by keeping Mr. Skinner on the job formerly held by Mr. Jones, and management did not give consideration to the seniority rights Jones held over Mr. Skinner and put him back to work when he was perfectly able physically and also capable to do the work, and that the proper bulletin of vacancy in this case was not complied with as set down in Rule 15.

As evidence Mr. Jones was not given any consideration, affidavits A, B, C and D from Frank E. Skinner, man placed on his job, from John J. Keogh, foreman, carpenter shop, and P. J. Colligan, superintendent of shops, are submitted.

We further claim that two advancements were made affecting Frank E. Skinner and Elmer Dannenfeldt when no vacancy existed and that he should have been put back to work instead.

CARRIER'S STATEMENT OF FACTS: On February 27, 1928, Mr. Jones had a seniority date of December 7, 1922, as locomotive carpenter. On that date he was cut off in force reduction. He has rendered no service since that date.

The last paragraph of Rule 24 of the agreement in effect on that date reads as follows:

"Even if there were not the special circumstances listed above, the conclusion would still be that Hartung could not now claim rights on which he slept for thirteen years."

This is a case in which a man is reaching back for a period of more than ten years asking that this Board restore seniority lost in accordance with the provisions of the contract so that he may get a pension. He also seems to ask that he be given a credit for service to December 23, 1936. He rendered no service and, hence, cannot be given any credit for service.

Certainly it is not the function of this Board to restore seniority rights which have been lost in accordance with the provision of the contract, or give credit for service not rendered so that a man may get a pension.

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 waived right of appearance at hearing thereon. The claim and record are inconsistent with current agreement Rule 30.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of March, 1940.