

Award No. 461

Docket No. 495

2-B&M-MA-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: Request of machinists' committee that the name of George S. Shaw be removed from the Billerica shops' roster of machinists.

JOINT STATEMENT OF FACTS: George S. Shaw shown on the Billerica shops' seniority roster of machinists for 1939 as Item 14, entered service July 14, 1922. He has been carried on the payroll as a machinist and paid machinist's rate of pay since July 14, 1922, except when a foreman at Concord shops January 1927 to March 1931.

He is a machinist, having for many years performed work of that trade, but since about September 1, 1935, he has had a special assignment on which he did no actual work with tools or on the machines.

He has not been working away from Billerica shop since 1931.

The committee requested the management to remove Shaw's name from seniority list, which request was declined.

POSITION OF EMPLOYEES: Referring to the Joint Statement of Facts, it will be noticed that Mr. Shaw worked at his trade in Billerica shops from 1922 to 1935. He was given a special assignment in 1935 and has been covering that assignment ever since. This special assignment consists of checking shop orders, making out shop order cards, arranging for delivery of material to outside points, etc.

Rule 25 of the agreement reads in part as follows:

"SENIORITY

Seniority of employees in each craft covered by this agreement shall be confined to the point employed in each of the following departments: * * *

We contend that the language—"Seniority of employees in each craft . . . shall be confined to the point employed * * *." by no means gives a right to any man to hold seniority as a machinist and work as a clerk. The rule states that seniority shall be confined to the point employed. We contend that the word "point" in this rule means "seniority point" or "seniority district" and does not refer to the building or location, but to a craft and a certain group of men.

Should the Board decide to hear this case, we respectfully request that Mr. Shaw be given official notice of hearing, as under Section 3, First, (j), Amended Railway Labor Act, Mr. Shaw is an employe involved.

Attention is called to court opinions following Award No. 6, Docket No. 18, Third Division, National Railroad Adjustment Board, and Award No. 68, Docket No. 93, First Division, which opinions give employe involved, as Shaw is in this case, a right to be heard.

Arguments and data shown herein have been presented to the representative of the employes in correspondence and/or conference as a part of this dispute.

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.

There is sharp disagreement between the contending parties as to the seniority status of George S. Shaw on this "special assignment."

The evidence as submitted in this case is such that the Division is unable to make a definite award.

AWARD

The contending parties are directed to endeavor to come to an agreement on the point stated in the Findings, failing to reach a settlement, the case may be resubmitted to this Division with additional evidence.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 23rd day of May, 1940.