

Award No. 490

Docket No. 479

2-CI&L-CM-'40

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 32, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)**

CHICAGO, INDIANAPOLIS & LOUISVILLE RAILWAY

DISPUTE: CLAIM OF EMPLOYEES: That Henry Jones be restored to service as an engine carpenter at Bloomington, Indiana, and paid for all time lost at the rate of eighty-five cents (85¢) per hour, eight (8) hours per day and six (6) days per week from October 10, 1939, until restored to service, less the amount he has earned as a car inspector since October 10, 1939, on account of being furloughed as an engine carpenter, October 10, 1939, in violation of Rules 17, 30, 26 and paragraph B of miscellaneous rule, page 24 of current agreement, and assigning of other carmen to do the engine carpenter work formerly done by Jones.

EMPLOYEES STATEMENT OF FACTS: Henry Jones was assigned as first shift engine carpenter in 1917, and had been regularly employed as such until October 11, 1939. On October 6, 1939, a bulletin was posted in the McDoel roundhouse at Bloomington, Indiana, advising that a reduction in forces would be made effective 7:00 A. M., October 11, 1939, and quoted the jobs to be retained in each craft.

That bulletin abolished the jobs of both day and night shift engine carpenter, thus leaving no engine carpenter jobs in that roundhouse, where at least three engine carpenters had been regularly employed since 1913. On account of his seniority as a carman, Jones was able to bid in another job as a train yard inspector, but at a lesser rate of pay than what he received as an engine carpenter.

On the day following this reduction in forces, or on October 11, 1939, another carman junior in seniority to Jones was sent from the car department to the roundhouse to do the engine carpenter work formerly done by Jones.

No regular assignment of another carman has been made to that engine carpenter job, but a carman is still being sent from the car department daily to do that work, and on some days two and three carmen are sent from the car department to do the engine carpenter work formerly done by Jones; also all such men sent to do that work are junior in seniority to Jones.

The total time worked by those various carmen who were sent from the car department to the roundhouse to perform this engine carpenter work amounts to as much, if not more time than the total time worked by Jones when he was regularly assigned to that job. The pay roll records may disprove that fact because some of the carmen who did that engine carpenter work were not told or permitted to charge it on their service cards from which the pay roll is made.

2. There has been no violation of any other rule or rules of the agreement.
3. Position was discontinued in accordance with the terms of the agreement, and in the same manner that positions have been discontinued during the existence of the agreement.
4. The Second Division should render an award in favor of the carrier.

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.

The record in this case presents clear evidence of the fact that subsequent to the removal of Henry Jones from the position of locomotive carpenter, other carmen were used to perform the same amount of locomotive carpenter work to which he had been assigned, thereby unjustly depriving him of the position he had acquired by exercise of his seniority rights.

AWARD

- Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 31st day of July, 1940.