

Award No. 578

Docket No. 560

2-ACL-BM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 42, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (BOILERMAKERS)**

ATLANTIC COAST LINE RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: That Rules 12, 16 and 207 were violated in arbitrarily assigning back shop boilermakers to running repair in the roundhouse at Emerson shops, Rocky Mount, North Carolina, and the senior cut-off boilermaker should be compensated at pro rata rates for fifty-seven and one-half (57½) hours for such work performed by back shop boilermakers.

EMPLOYES' STATEMENT OF FACTS: During the last week in January, 1940, Boilermaker L. F. Witt, whose working assignment is from 11:00 P. M. to 7:00 A. M., made complaint to roundhouse Foreman Elliott that boilermakers from the back shop were being worked on running repairs in the roundhouse and that he, Witt, wished to exercise his seniority to obtain work on the day shift. He was denied any adjustment.

From February 4 to 11, 1940, Boilermakers Henry Cyrus and Lee Padgett and Helper Apprentice T. R. Moore were brought to the roundhouse from the back shop to work on yard engine 1100. Boilermaker Witt, accompanied by Local Chairman S. E. Strickland, again made complaint to roundhouse Foreman Elliott who denied adjustment.

POSITION OF EMPLOYES: Prior to July 1, 1938, the boilermakers in the roundhouse were on separate seniority rosters, other than the boilermakers in the back shop. The roundhouse and back shop were treated as separate points. When a vacancy occurred in the roundhouse, a bulletin was posted in the roundhouse calling for bids. If no bids were received from a roundhouse employe, then an employe in the back shop could bid on the job and carry his full seniority to the roundhouse. The same was true when a vacancy occurred in the back shop and a roundhouse employe could bid on a job in the back shop. If no bids were received from an employe in the back shop, he could move his full seniority to that job.

In the current agreement effective July 1, 1938, the roundhouse and back shop seniority rosters were consolidated. The only change in the seniority status of the employes is that a bulletined job is open to employes in both departments and each has an equal right to place themselves when a vacancy occurs or changes occur, according to Rule 12. For example: if there was a vacancy for lead boilermaker in the back shop, which pays ten cents above the rate paid boilermakers, the roundhouse boilermaker could bid on the job and obtain the job if entitled to it with his seniority date. Under the previous agreement his bid would be honored if no bids were

We cannot see anything in this complaint that in any way involves Rule 16, as there was neither an increase nor decrease in force in the boiler department at Emerson shops.

Therefore, carrier contends that there has not been any violation of the agreement, and that the claim as presented is not supported by the rules of the agreement, and the unfair attitude of the petitioners is shown by requesting that the senior cut-off boilermakers should be compensated at pro rata rates for fifty-seven and one-half ($57\frac{1}{2}$) hours for work that carrier has paid for and paid according to the rules of the agreement.

Therefore, carrier respectfully requests the National Railroad Adjustment Board to deny this claim.

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 rules cited in the claim applied to the evidence of record do not justify an affirmative award.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 6th day of March, 1941.