

Award No. 681

Docket No. 689

2-B&M-MA-'42

**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: That the seniority dates of Machinists Frank P. Kersey, Raymond F. McCaffrey and Clarence R. MacDonald should be shown on the New Boston Terminal seniority roster as follows:

| | |
|----------------------------|---------------|
| Frank P. Kersey..... | June 22, 1940 |
| Raymond F. McCaffrey..... | June 29, 1940 |
| Clarence R. MacDonald..... | June 30, 1940 |

Further, that furloughed employees who accept employment away from their home point under the provisions of Rule 23, acquire and accumulate seniority at the point working while they also continue to accumulate seniority at their home point until refusing a call back to said point.

JOINT STATEMENT OF FACTS: There is an agreement in effect between the parties to this dispute. The effective date was April 1, 1937. The following rules are included in the agreement:—

TRANSFERRING FROM ONE POINT TO ANOTHER

Rule 15. Employees transferred from one point to another, with a view of accepting a permanent transfer, will after thirty (30) days, lose their seniority at the points they left, and their seniority at the point to which transferred will begin on date of transfer, ability being sufficient, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

REDUCTION IN FORCE

Rule 21. When it becomes necessary to reduce expenses the hours may be reduced to forty (40) hours per week before reducing the force. When the force is reduced, seniority as per Rule 25 will govern, the men affected to take the rate of the job to which they are assigned (except for shop order work as assigned at Billerica Shop).

Twenty-four (24) hours' notice will be given before hours are changed. If the force is reduced, five (5) working days' notice will be given the men affected before reduction is made and lists of employees to be furloughed will be furnished the local committees.

In the restoration of forces, senior laid-off employees shall be given preference of re-employment if available within ten (10) days unless

1937, but we do give preference of work to men transferred under Rule 23 in order of their going to work at the point and in the department other than where they hold seniority.

Instructions issued under date of August 1, 1939 is submitted as carrier's Exhibit A. These instructions are still in effect. It will be noted that they provide for the interchange of mechanics and helpers between departments. This plan of handling furloughed employes from the various departments was proposed by the employes and accepted by the carrier. If we attempted to place every mechanic and helper furloughed from the various departments on a roster at the point and in the department where we furnished them with temporary employment from time to time, it would create a chaotic condition practically impossible to control with any degree of efficiency. For example:—A machinist is furloughed at Billerica shop and temporary employment is furnished him at some point in the maintenance of way department. Later he is furloughed in the maintenance of way department and employment is provided for him in the stores department, and when he is furloughed from the stores department we need a machinist at Concord locomotive shop, and he is sent there for service. If we accepted the employes' proposition, this furloughed machinist from Billerica shop would then hold seniority at four (4) different points in three (3) departments.

It is hard enough to police the situation at the present time without making it more complicated by agreeing to something which the rules do not require us to do. Furthermore, the liability of time claims, grievances, and seniority disputes would be far greater than under our present practice.

Instructions of October 4, 1939 were issued as a result of an agreement reached at Chicago, Illinois, September 27, 1939, with reference to the application of Rule 23, and is submitted as Carrier's Exhibit B. The purpose of our reference to these instructions is to point out to the Board that under Paragraph 5 of this agreement, Machinist Frank P. Kersey, furloughed from East Somerville enginehouse was placed at the new terminal enginehouse in June, 1940. The ability of this machinist is very limited. He is not qualified to perform any work of the machinists' craft other than locomotive inspection. He has been furloughed at his home point on many occasions while junior machinists have been retained because of his inability to perform any work of the machinists' craft except locomotive inspection. He has worked at the new terminal enginehouse on several occasions when regular locomotive inspectors have been absent, but would not accept any employment offered him at Concord or Billerica locomotive or car shops, and has readily admitted he could not perform the work.

He requested a permanent transfer, in writing, from his home point, East Somerville enginehouse, to the new terminal enginehouse, dated July 2, 1940, which was approved, and he was given a seniority date on the machinists' roster at the new terminal enginehouse as of July 2, 1940. He was not treated any differently than any other mechanic or helper, who has previously transferred from one point to another.

Raymond McCaffrey, one of the machinists in this case, resigned to accept employment in the navy yard at Boston, Mass.

Clarence R. MacDonald the third machinist involved in this case, held seniority as a machinist helper at the new terminal enginehouse up to June 30, 1940. He made a request, in writing, July 1, 1940, to be promoted from a machinist helper to a machinist. His request was approved by F. L. Davis, general chairman of machinists' committee, July 12, 1940.

All three employes involved in this case were treated alike, and in accordance with established practice in effect over a period of many years.

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.

Rule 15 which governs the transfer of employes from one point to another states that seniority of employes transferred "will begin on date of transfer." The fact that the employes involved in the instant dispute did not request that the transfer be made permanent until some time subsequent to the date that transfer took place does not alter the requirement "that seniority at the point to which transferred will begin on date of transfer."

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 13th day of January, 1942.