

Award No. 714

Docket No. 731

2-T&P-MA-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 121, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

THE TEXAS AND PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: (a) That at Fort Worth, Texas, the carrier violated amended Rule 37, pursuant to abolishment of Machinist Young's job when he was denied the right to displace Machinist W. H. Duke, which was his choice of jobs held by junior machinists.

(b) That Machinist S. D. Young be awarded Machinist W. H. Duke's job.

(c) That Machinist A. L. Minor be restored to his job and be reimbursed in the amount of two cents per hour for each hour worked due to being illegally displaced by Machinist S. D. Young.

(d) That Machinist P. B. Pipes be restored to his job and reimbursed one day's pay each week, due to being illegally displaced by Machinist A. L. Minor.

EMPLOYEES' STATEMENT OF FACTS: Machinist S. D. Young, seniority date 9/13/22, was on a shop maintenance job, assigned seven days per week, rate 86¢ per hour. Machinist A. L. Minor, seniority date 1/1/28, assigned seven days to locomotive pit inspector's job, rate 88¢ per hour. Machinist P. B. Pipes, seniority date 8/11/28, assigned seven days machine job, 86¢ per hour. Machinist W. H. Duke seniority date 1/28/23, assigned seven days per week on job commonly known as lubricator and injector job in roundhouse. All of these employees assigned to the first shift 7:30 A. M. to 3:30 P. M.

On August 9, 1941, the carrier abolished the maintenance job held by S. D. Young, by Bulletin 47, then denied Young the right to place himself on position held by Duke, which was his preference. Machinist Young accordingly displaced A. L. Minor on the pit inspector's job. Minor then displaced Pipes on the seven day machine job. Pipes was forced on a six day job in machine shop.

POSITION OF EMPLOYES: On August 9, 1941, Bulletin 47 was posted at Fort Worth, Texas, announcing the abandonment of maintenance job held by Machinist S. D. Young. Accordingly Machinist Young expressed a preference to displace Machinist W. H. Duke, who was working what is commonly known as the lubricator and injector job, seven days, 86¢ per hour, in the roundhouse. The carrier officials advised Machinist Young that he could not displace an individual employee, including Duke, but would be required to place himself on a bulletined assignment claiming that Duke's job, lubricator and injector job, was not a bulletined job. Young then displaced

our forces would have been unduly disrupted as Duke was one of the oldest machinists in service at Fort Worth. We feel sure your Board will agree that this was not the intent of memorandum of agreement dated April 16, 1940. The purpose of this agreement was to prevent employes that had been displaced to have to displace the junior mechanic in service at a certain point and to allow them to displace a mechanic junior to them on the shift that they desired to work—not to displace the individual mechanic, but the junior mechanic on the shift desired.

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.

Under the provisions of Memorandum of Agreement dated April 16, 1940, amending Rule 37, employes whose assignments are disturbed may place themselves in line with their seniority.

S. D. Young's assignment was disturbed and he should have been permitted to place himself on position of his choice under this Memorandum of Agreement.

Because S. D. Young was not permitted to displace W. H. Duke, Machinist A. L. Minor was improperly displaced.

Because A. L. Minor was improperly displaced, Machinist P. B. Pipes was improperly displaced.

Machinist P. B. Pipes could have placed himself on a seven-day assignment had he so desired.

AWARD

Paragraphs (a), (b) and (c) of claim of employes are sustained.

Paragraph (d) of claim of employes, insofar as restoration of P. B. Pipes to his former job is concerned, is sustained, but reimbursement of one day's pay each week is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 24th day of March, 1942.