

Award No. 889

Docket No. 845

2-PT-CM-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

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**PARTIES TO DISPUTE:**

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

**PORTLAND TERMINAL COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That since February 5, 1941, at the Union Station, the carrier has persisted in violating the controlling agreement and Rules 21 and 7 thereof by—

- (a) Requiring carmen to take one relief day off in seven.
- (b) Filling relief day vacancies on Saturdays and on other occasions with Rigby Yard furloughed carmen.

That in consideration of the aforesaid violations, the carrier be ordered to—

- (a) Cease and desist from using Rigby Yard furloughed carmen to fill vacancies of carmen at the Union Station on Saturdays and on other occasions.
- (b) Accord to these Union Station carmen, all carmen's work necessary to be performed at the Union Station.

**EMPLOYEES' STATEMENT OF FACTS:** At Portland, Maine, the carrier maintains a force of carmen at Rigby yard and a force of carmen at the Union Station.

These carmen are maintained on separate seniority rosters, one for Rigby yard and another for the Union Station. They are approximately three (3) miles apart and are treated as separate seniority points.

The relief day of the seven day assigned carman at the Union Station is Saturday, and he is required to take this day off, which is filled by a carman furloughed at Rigby yard.

Other vacancies of carmen at the Union Station are filled by carmen furloughed at Rigby yard.

**POSITION OF EMPLOYEES:** Rule 21, paragraph 1 reads—

Seniority of employes in each craft or subdivision covered by this agreement shall be confined to the point employed.

There are two (2) seniority points on the Portland Terminal Company, namely, Union Station and Rigby yards.

vide method and procedure for the filling of new positions or vacancies in existing positions within the respective seniority groups.

However, the makers of this agreement, within less than thirty (30) days \*(Portland Terminal, period of less than eight months) from the time it became effective, interpreted it to the effect that helpers, who have mechanics' qualifications, may be used as mechanics to fill vacancies of less than thirty (30) days' duration.

Insertion in parenthesis marked by \* ours.

recognizes that vacancies of less than thirty (30) days duration, caused by lay-off of the regular force, may be filled by other than the regularly assigned employes working overtime.

The carrier respectfully suggests that your Board should so find and decline the claim as here presented.

**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.

During the hearing of this case the employes' representatives waived claim (a) as presented.

Unless the parties reach an agreement otherwise, the seniority rule must be complied with.

It is the opinion of the Division that the parties should determine the method to be followed and the dispute be remanded for that purpose.

#### AWARD

Case remanded as indicated in the findings without prejudice to the right to resubmit this dispute.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 8th day of February, 1943.