

Award No. 3377
Docket No. 3137-1
2-CMSTP&P-I-'59

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

PARTIES TO DISPUTE:

**MR. THOMAS O. KACHELMACHER, LEGAL COUNSEL
BROTHERHOOD OF RAILWAY CARMEN OF AMERICA,
MINNEHAHA LODGE NO. 299, MINNEAPOLIS, MINN.**

**CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY**

DISPUTE: CLAIM OF EMPLOYEES:

That the seniority rights of the members of your petitioner have been violated by the actions of the employer railroad.

EMPLOYEES' STATEMENT OF FACTS: That in 1956 the carmen or mechanics, members of your petitioner, working in Minneapolis car shops and repair tracks and holding seniority at the Minneapolis point were advised that a small part of the operation in Minneapolis would be transferred to St. Paul, due to the erection of a new hump yard in St. Paul. At that time there were approximately 68 jobs made available in St. Paul for Minneapolis carmen, and there were approximately 225 mechanics in Minneapolis holding seniority. (It was not announced that the intention of the railroad was to transfer all of the men over a period of time, and only the 68 positions were to be filled at that time). The company did not say how much or what part of the operation was to be transferred so the men did not know who was to be affected. The carrier never announced its intention to shift the full operation to St. Paul.

For some motive rather difficult to reason, instead of proposing dovetailing of Minneapolis employes on a seniority basis with the St. Paul employes at the time of the initial transfer of the Minneapolis work to St. Paul, it was apparently decided to place the Minneapolis men on the bottom of the St. Paul seniority list as they were transferred. Approximately 8 employes who were junior in Minneapolis quit to take jobs in St. Paul at that time; other junior men were transferred from Minneapolis to St. Paul at that time because their jobs were abolished in Minneapolis according to seniority. The seniority date of these employes was established as September 17, 1956 at St. Paul.

In July of 1957 other jobs were abolished in Minneapolis, and these employes were transferred to St. Paul, all having more seniority in Minneapolis than those who were moved in 1956 but the men transferred at this date were placed below the original transferees on the St. Paul seniority roster. The remainder of the senior Minneapolis employes have been transferred on April 11, 1958, and the railroad placed these men below the original transferees on the seniority roster. The plan put into effect and others to add Minneapolis men to the St. Paul roster were submitted to the employe petitioners but all plans were

positions advertised at St. Paul were placed on the St. Paul roster with a new seniority date in such manner as to have the same relative position on the St. Paul roster as to each other as they previously held on the Minneapolis roster and their names were then deleted from the Minneapolis roster, all in accordance with the agreement between the carrier and the Brotherhood Railway Carmen of America, dated September 18, 1956 (carrier's Exhibit C). Furthermore, the names of all car department employes then retaining seniority at Minneapolis were placed on the bottom of the St. Paul rosters and the names of all car department employes then holding seniority at St. Paul were placed on the bottom of the Minneapolis rosters, all in accordance with the provisions of the Memorandum of Agreement dated April 11, 1958 between the carrier and the Brotherhood Railway Carmen of America. There exists no dispute with regard to this issue as between the carrier and the Brotherhood Railway Carmen of America.

It is the carrier's position that the dispute involved in this docket has not been handled in accordance with the Railway Labor Act or Schedule Rule 34 and accordingly should be dismissed, further, that it has not been presented and appealed in accordance with the provisions of Article V of the Agreement of August 21, 1954 and is therefore barred. It is also the carrier's position that the seniority rights of all car department employes in the Twin City Terminals have been properly placed on the respective car department rosters in the Twin City Terminal strictly in accordance with the provisions of the Agreements of September 18, 1956 and April 11, 1958 consummated as between the carrier and the designated representative of the Brotherhood Railway Carmen of America and there exists no basis whatever for the contentions of Mr. Kachelmacher.

The carrier respectfully requests a denial award.

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.

Parties to said dispute were given due notice of hearing thereon.

The Railway Labor Act contemplates that before a grievance can be brought to this Board it "shall be handled in the usual manner up to and including the chief operating officer of the carrier designated to handle such disputes." (See 3 First (i). This was not done with respect to the subject matter of this docket.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1959.