

NATIONAL RAILROAD ADJUSTMENT BOARD
Second Division

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 14, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (CARMEN)

MISSOURI PACIFIC LINES

INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY
SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES.—System Federation No. 14 claims that wreck derrick engineers are subject to seniority rules with other carmen if they work at the carmen's trade.

JOINT STATEMENT OF FACTS.—Wreck derrick engineers have been retained in service during reduction of forces while carmen senior to them have been furloughed.

POSITION OF EMPLOYEES.—At some points there are wreck derrick engineers who are classified as carmen and whose names appear on the carmen's seniority list but whom the railroad company claim are not subject to seniority rules when force reductions are made. Two such points are San Antonio and Palestine. Mr. McElroy is wreck derrick engineer at San Antonio and Mr. Walker is wreck derrick engineer at Palestine.

The company has never claimed that these men were not entitled to all the benefits of seniority in the matter of bidding on a vacancy or new job and Mr. McElroy and Mr. Walker have been holding preferred carmen's jobs, which is a seven-day per week assignment, while carmen senior to both hold less preferable jobs or are cut off.

The wrecking service Rule No. 109 of the agreement in effect between the parties of this dispute reads as follows:

"RULE 109

"Wrecking Crews

"(a) Regularly assigned wrecking crews will be composed of carmen and helpers, where sufficient men are available, and will be paid for such service under Rule 13, except that the proper officer may select wrecking engineers from any class of mechanics in service giving preference to mechanics employed as carmen. Meals and lodging will be provided by the company while crews are on duty in wrecking service.

"(b) When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification."

It will be noted that this rule provides that wrecking crews will be composed of carmen and helpers where sufficient men are available, except that wreck derrick engineers may be selected from any class of mechanics. This would allow the selection of a machinist, a blacksmith, an electrical worker, or any other mechanic as wreck derrick engineer, but there is no provision in this or any other rule of the agreement that permits the company to assign a wreck derrick engineer to a preferred job in the car department unless such engineer has enough seniority to enable him to secure such a job by bid.

The whole question goes back to the basic principle that whoever is assigned to the wreck derrick engineer's job has no more nor no less seniority in his craft after being assigned as wreck derrick engineer than he had before being assigned.

Wrecking derrick service is intermittent and the need for such service depends entirely upon the number of wrecks occurring. It is conceivable and entirely probable that there might be no call for wreck derrick service for several weeks or several months continuously. To say that because a man acts as wreck derrick engineer once a week or once in two months, as the case may be, that he is entitled to the best or one of the best jobs in the carmen's craft, is obviously arbitrary, unjust to senior carmen, and unwarranted by any rule in the existing agreement.

POSITION OF CARRIER.—Wrecking engineers are appointive positions in accordance with Rule 109, paragraph (a), present agreement, which reads as follows:

"Regularly assigned wrecking crews will be composed of carmen and helpers where sufficient men are available and will be paid for such service under Rule 13, except that the proper officer may select wrecking engineers from any class of mechanics in service giving preference to mechanics employed as carmen. Meals and lodging will be provided by the company while crews are on duty in wrecking service."

All of our wrecking engineers are employed in the car department and consequently when not engaged in wrecking service or maintaining their derricks are assigned to car repair work.

It was agreed and has been in practice for several years, on account of the importance of these assignments and necessity of wrecking engineers being available when needed, those selected were to remain on the positions and not subject to seniority rules.

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 109 of the agreement now in effect allows the carrier latitude in the selection of wrecking derrick engineers, but this rule makes no provision to exclude wrecking derrick engineers from the other rules of the agreement.

AWARD

(a) Wrecking derrick engineers, when not engaged in wrecking service, shall be governed by the general and special rules applying to all other carmen, including seniority rules.

(b) Protection of the service during a reduction in force which may cause the wrecking derrick engineers to be furloughed, is a subject matter of negotiation between the interested parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: J. L. MINDLING
Secretary

Dated at Chicago, Illinois, this 23rd day of April, 1936.