

Award No. 584

Docket No. 551

2-T&NO-CM-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

**RAILWAY EMPLOYES' DEPARTMENT, A. F. OF L.
(CARMEN)**

**TEXAS AND NEW ORLEANS RAILROAD COMPANY
(SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA)**

DISPUTE: CLAIM OF EMPLOYES: That A. E. Jones, car inspector, be restored to service at Houston, Texas, terminals, with seniority rights unimpaired and that he be compensated for all time lost. Based upon violations of Rules 24, 25 and 26 of the current wage agreement.

EMPLOYEES' STATEMENT OF FACTS: Mr. A. E. Jones was employed as a car inspector at Houston, Texas terminals on August 12, 1936, and worked as such until December 31, 1937, when he was laid off in reduction in force, while a junior man to Mr. Jones, a Mr. V. W. Chatham, with a seniority date of September 20, 1937, was retained in service; also a furloughed car inspector, T. J. Glasscock, with a seniority date of January 27, 1937, a junior man to A. E. Jones was recalled to service January 12, 1938. This was a lapse of thirteen days after A. E. Jones was furloughed. Six more new men have been hired since January 12, 1938, namely; W. G. Robertson, J. C. Wells, J. A. Jackson, W. R. Brocken, H. E. Arimond and J. H. Robb.

POSITION OF EMPLOYES: We contend that the management violated Rules 24, 25 and 26.

Rule 24:

When it becomes necessary to reduce expenses, the hours may be reduced to forty (40) per week before reducing the force. When the force is reduced, seniority as per rule 28 will govern, the men affected will take the rate of the job to which they are assigned.

Forty-eight (48) hours notice will be given before hours are reduced. If the force is to be reduced, four days notice will be given the men affected before reduction is made, and lists will be furnished the local committee.

Employees who are laid off in reduction of force must file their address with the proper officer and with the local secretary of the Association of Shop Craft Employees at time of reduction, advise promptly of any change in address and renew address every sixty (60) days. Failure to renew address every sixty (60) days, or to return to the service within seven (7) days after being notified will forfeit all claim to return to service.

contends forestalls and precludes the claims made by the organization and/or Jones in this matter. That under the governing agreement, it is optional with the company to return to service any employe coming within the purview of the agreement who has been cut off in reduction of force, and that, in this case, the company chose to exercise that option.

Wherefore, premises considered, the Carrier respectfully requests that the claim made in this case be in all things denied.

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.

A. E. Jones was furloughed as car inspector December 31, 1937, and a junior man retained in service, account Jones allegedly not being qualified to perform the work.

There was no question raised as to this reduction being improper for approximately two years. Also, the evidence is not conclusive as to Jones' alleged failure to protect his seniority rights as provided in the agreement. Therefore, Jones' name should not have been taken from the seniority roster.

The circumstances do not warrant payment for time lost.

AWARD

A. E. Jones shall be restored to service with seniority rights unimpaired, without compensation for time lost.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 12th day of March, 1941.