

Award No. 809

Docket No. 751

2-SP(Tex.&La.)-CM-'42

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Bruce Blake when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 162, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (CARMEN)**

SOUTHERN PACIFIC LINES IN TEXAS AND LOUISIANA

(Texas and New Orleans Railroad Company)

DISPUTE: CLAIM OF EMPLOYES: That the agreement was violated when J. L. Altman a demoted assistant car foreman was allowed to displace Car Inspector R. R. Robbins on November 26, 1941, at Englewood Yards, Houston, Texas.

Our request is that J. L. Altman's seniority will be as of November 26, 1941, and that all the names of foremen and assistant foremen be stricken from the carmen's seniority roster, and Car Inspector R. R. Robbins be placed back on the job of which he was displaced by J. L. Altman.

EMPLOYES' STATEMENT OF FACTS: J. L. Altman was employed by the Texas and New Orleans Railroad (Southern Pacific Lines) on August 23, 1922 as a car inspector. On August 17, 1936, he was promoted to the position of assistant car foreman and held that position until November 25, 1941, when he was relieved of the position of assistant car foreman by the carrier. On November 26, 1941, Mr. J. L. Altman was allowed to exercise his seniority back as a carman as that of which he held prior to his promotion to assistant car foreman, and was allowed to displace Car Inspector R. R. Robbins who has a seniority date of October 31, 1934.

POSITION OF EMPLOYES: The employees contend that when J. L. Altman was promoted to assistant car foreman on August 17, 1936, he did then and there relinquish his seniority rights in the carmen's craft as a car inspector, and he did then and there enter into another craft known as the supervisory craft. The supervisory craft and the carmen's craft are two separate and distinct crafts. The assistant foremen and foremen are not included in the carmen's agreement, according to the preface of the carmen's agreement, which states:

"It is agreed that the following schedule of rates of pay, rules and regulations will govern all Shop Craft employees of these Lines that are below the rank of assistant foreman:"

Our promotion rule, which is Rule 16, states:

"Mechanics in service who are in good standing will be considered for promotion to positions of foremen.

cepted interpretation of the rules and the practices thereunder; that he did retain and accumulate seniority in the district from which promoted, as numerous men had been previously promoted and their rights retained; that Altman's name was carried on the seniority rosters without change during the period he worked in a supervisory capacity; and that the first contention with respect to Altman's status arose after his demotion and after his exercise of seniority in the craft.

We have indicated, for the information of the Board, the great number of men that would be adversely affected if it should be ordered that their names be stricken from the seniority roster, and pointed out the questionable status in which it would place men who at one time had accepted promotion, and, subsequently, for various reasons, returned to work as mechanics in the craft from which promoted with their original seniority date, and we respectfully ask the Board to avoid discontent, dissatisfaction, injustice and detriment to the men holding seniority rights as mechanics in the shop craft groups on the lines of this carrier by denying the claim.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

Following the ruling of the United States Railroad Labor Board in its Decision No. 895, this Division holds that J. L. Altman is "entitled to the continuity of his seniority dating from the last time he entered the service." Upon his demotion from the position of assistant foreman, however, he was entitled to assert his seniority only to any vacant position to which it might entitle him. In the event there were no vacancies he would be entitled to "displace the junior man of his craft and class." The agreement was violated in permitting him to displace R. R. Robbins. The Division further holds that it is a violation of the agreement to carry employees on the seniority rosters after they have been promoted to the position of assistant foreman or to any higher position. The Division, however, will not order the names of such men, now appearing on the seniority rosters, stricken.

AWARD

Claim sustained to the extent indicated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 3rd day of August, 1942.