

**Award No. 861**

**Docket No. 829**

**2-C&NW-MA-'42**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO 12, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. OF L. (MACHINISTS)**

**CHICAGO AND NORTH WESTERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:** That Machinist C. D. Swift should be restored to service on mechanic-in-charge position at Des Moines, Iowa, and compensated for loss of wages since May 6, 1942, under controlling agreement and Rule 25 thereof.

**EMPLOYEES' STATEMENT OF FACTS:** C. D. Swift has a seniority date as a machinist of December 2, 1915, and C. M. Runner has a seniority date as a machinist of September 16, 1923, at Des Moines, Iowa.

On April 14, 1942, C. M. Runner was holding day position of mechanic-in-charge at Des Moines, Iowa, enginehouse and C. D. Swift was holding night position of mechanic-in-charge; also on April 14, 1942, the following notice was posted at the Des Moines enginehouse:

Clinton, Iowa,  
April 14, 1942

Bulletin Notice:

To all Concerned:

A reduction in force will be made at Des Moines of one Mechanic-in-Charge, C. D. Swift, on the 8:00 P. M. to 5:00 A. M. position, at the close of this shift April 20, 1942.

W. S. Whitford, Master Mechanic

and before the expiration of the bulletin, C. D. Swift notified Master Mechanic Whitford, that, being a senior machinist at the point to C. M. Runner, he desired to place himself on the day mechanic-in-charge position under provisions of Rule 25 of the controlling agreement, which he was permitted to do.

On May 6, 1942, C. D. Swift was notified that he was being displaced by C. M. Runner, who would report for work on the position May 7, 1942.

**POSITION OF EMPLOYEES:** C. M. Runner was transferred to Des Moines, Iowa, September 16, 1923, as a regular foreman and, being a machinist, was given seniority date on machinist roster as of date he transferred to Des Moines after he had been there thirty days in accordance with provisions of Rule 18 of the controlling agreement which reads:

Employees transferred from one point to another, with a view of accepting a permanent transfer, will, after thirty days, lose their

2. On a shift where but one mechanic, classified as mechanic-in-charge is employed, he will be permitted to do any and all mechanics work.

3. At a point where service requirements necessitate the employment of a mechanic in addition to the mechanic-in-charge, a machinist will be employed, both of whom will be permitted to do any and all mechanics work.

4. On a shift or at a point where service requirements necessitate employment of two mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, a machinist and then a boilermaker will be employed, all of whom will be permitted to do any and all mechanics work. The total mechanics employed at the point shall not exceed five.

5. On a shift or at a point where service requirements necessitate employment of three mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, the third mechanic will be of a class determined by agreement between the railway company officers and General Committee, System Federation No. 12. The mechanics and mechanics-in-charge will be permitted to do any and all mechanics work.

6. On a shift where service requirements necessitate employment of four mechanics in addition to the mechanic-in-charge, consideration will be given to the employment of a sheet metal worker. The four mechanics and the mechanic-in-charge will be permitted to do any and all mechanics work.

7. In filling positions of mechanics-in-charge, senior mechanics at the point will be given preferred consideration.

The above agreement will remain in full force and effect until changed by agreement between the Officer in Charge of Personnel and General Committee, System Federation No. 12, Railway Employees' Department, A.F. of L., or until thirty days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE EMPLOYEES:

(S) R. C. Gaeth  
Gen. Chairman,  
System Federation No. 12.

FOR THE RAILWAY COMPANY:

(S) M. E. Pangle  
Assistant to President

Chicago, Ill.—May 23, 1939.

**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.

Under provisions of memorandum agreement effective June 1, 1939 (Exhibit B), the classification of positions covered thereby was changed from working foreman to mechanic-in-charge. Under provisions of agreement of 1921 (Exhibit A), vacancies in positions of working foremen were filled by appointment. However, in revisions of said agreement, effective June 1, 1939 (Exhibit B), Item 7 was agreed to, which provides:

"In filling positions of mechanics-in-charge, senior mechanics at the point will be given preferred consideration."

The same principle should apply in reverse order when reducing the position of "mechanic-in-charge."

Mr. Swift, who was senior to Machinist Runner should have been given preferred consideration for the position in question.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 9th day of November, 1942.