

Award No. 1026
Docket No. 958
2-IGN-SAU&G-BM-'44

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

PARTIES TO DISPUTE:

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

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY

(Guy A. Thompson, Trustee)

DISPUTE: CLAIM OF EMPLOYEES: That the carrier be ordered to restore Oscar Sicola to the position as Boilermaker Advanced Helper which he occupied in Houston Roundhouse prior to August 4, 1943, and compensate him for all time lost since August 15, 1943.

EMPLOYEES' STATEMENT OF FACTS: Prior to August 4, 1943, Oscar Sicola was regularly employed by the carrier in the roundhouse at Houston, Texas, in the classification of boilermaker advanced helper and his seniority date in that seniority subdivision is January 27, 1936.

Prior to August 4, 1943, the carrier induced this claimant employee to accept a position, as a boilermaker and arbitrarily employed him as a boilermaker at San Antonio, Texas, where he entered the service as such on August 4, 1943.

This claimant performed the work of boilermakers, classified in Rule 58, in the back shop, August 4, 5 and 6, then in the roundhouse August 7, 8, 9, 10, 11, 12 and 13 at San Antonio, Texas, for which he was paid the prevailing rate paid boilermakers.

The night of August 13, this claimant, Sicola, requested permission to be off to attend to some important business at Houston and his request was granted by the night roundhouse foreman.

On Monday, August 16, Claimant Sicola requested the management at Houston to arrange for his return there to his boilermaker advanced helper position. The management then and since has declined to permit this claimant to resume his position at Houston.

POSITION OF EMPLOYEES: There is no authority between the covers of the agreement for the promotion of "Boilermaker Advanced Helpers" or "Boilermaker Helpers", as designated in Rule 19 (c), to the classification and rate of pay of boilermakers, either at their home point or at any other point within the scope of the agreement.

The chief personnel officer, Mr. Roll, has failed to cite any provision of the agreement in support of declining to restore this claimant to his position as "Boilermaker Advanced Helper" at Houston, and if he is relying upon the term "promoted by the company to other service" contained in Rule

some personal business; that his present status is that of a boilermaker at San Antonio who was granted permission to be away from his work for two days and from which leave he has to date failed to return.

When consideration is given to all the facts in this case it is clearly evident that the claim as set forth in the employes' ex parte statement of claim is not justified and should, therefore, be 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.

The claimant's seniority at Houston was not impaired on account of his employment as a boilermaker at San Antonio, Texas. He was entitled to resume his former position at Houston.

The circumstances in this case do not support the claim for time lost.

AWARD

Claim disposed of in accordance with above findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 10th day of August, 1944.