

**Award No 2461  
Docket No. 2308  
2-Pull-CM-'57**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'  
DEPARTMENT, A. F. of L.-C. I. O. (Carmen)**

**THE PULLMAN COMPANY**

**DISPUTES: CLAIM OF EMPLOYEES:**

1. That under the current agreement, Agent Foreman D. Faulkner improperly displaced Carman W. J. Brooks on July 1, 1955.
2. That Carman W. J. Brooks be compensated for all wages lost as a result of his being deprived of his seniority rights on and after July 1, 1955.

**EMPLOYEES' STATEMENT OF FACTS:** Carman W. J. Brooks, hereinafter referred to as the claimant, was employed as a carman by the Pullman Company, hereinafter referred to as the carrier, on June 30, 1950 at Galveston, Texas and has worked continuously as a carman at that point until he was furloughed on June 30, 1955.

Mr. D. Faulkner was employed by the carrier on May 16, 1915 and has been in continuous service since. Mr. Faulkner's name has not appeared on any seniority roster until January, 1956.

Mr. Faulkner's service record shows he was hired by the carrier on September 16, 1915 as a mechanic-electrician. Between the period of September 16, 1915 and July 16, 1920, Mr. Faulkner held the positions of assistant mechanic-electrician and foreman mechanic-electrician. Mr. Faulkner has continued in the service of the carrier since July 16, 1920 to July 1, 1955 occupying a supervisory position. On July 1, 1955 Mr. Faulkner's position as agent-foreman was abolished at Galveston, Texas. The carrier allowed Mr. Faulkner, who had no seniority as a carman, to displace Claimant Brooks, which in effect caused the claimant to be furloughed from the service.

The claim has been handled with carrier officials, all of whom have declined to adjust the dispute. The agreement effective June 16, 1951, as subsequently amended, is controlling.

**CONCLUSION**

In this ex parte submission the company has shown that **Rule 28, Employees Considered for Promotion** of the carmen's agreement, effective June 16, 1951, provides that employees holding promoted positions at the time of consummation of the agreement shall retain and continue to accumulate seniority in the district or agency where they last held seniority rights. Thus, effective July 1, 1955, the company properly permitted Faulkner, whose seniority in the Houston District (September 16, 1915) is greater than Brooks' (June 30, 1950), to displace Brooks. Further, the company has shown that no rule or rules of the agreement require the company to deprive a promoted employee of his seniority as a craftsman on the ground that his name was not placed upon the seniority roster of the craft or crafts in which he holds seniority.

The organization's claim that the company improperly permitted Faulkner to displace Brooks, effective July 1, 1955, is without merit and should 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 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.

D. Faulkner held a supervisory position when the first agreement between the parties was made on June 16, 1951 and his name did not appear on the carmen's seniority roster until January 1, 1956, after he was demoted and elected to exercise seniority as a carman.

Rule 22(e) provides for a roster to be revised on January 1st each year but there is no provision which makes an employee's seniority dependent upon the roster. Thus the roster here is simply a record and can neither create nor destroy seniority. Rule 22(a) provides for establishing seniority at a repair shop, district or agency at the time an employee's pay starts there. Part (b) of that rule provides that it "shall not operate to change the seniority of employees covered by this agreement established prior to the consummation of this agreement."

It appears that Faulkner established seniority both as a mechanic (carman) and electrician by working a combination position starting at New Orleans, September 16, 1915 and at Galveston, August 21, 1916. It was then the practice to date seniority at the new point from the date of hire.

Rule 28(b) provides that employees then holding or thereafter promoted to supervisory positions shall retain and accumulate seniority in the repair shop, district or agency where they last held seniority rights. Accordingly it appears that Faulkner was entitled to exercise seniority rights at Galveston upon demotion from his supervisory position.

**AWARD**

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman  
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of June, 1957.