

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE PENNSYLVANIA RAILROAD

STATEMENT OF CLAIM: "That the name of L. L. Jones should be removed from the seniority roster of Telegraph and Signal Department Employees, Panhandle Division."

EMPLOYEES' STATEMENT OF FACTS: "On November 27, 1936, the Supervisor of Signals, Panhandle Division, advertised for bid a regular position in the signalman's class, headquarters camp cars, under Foreman C. M. Ewing.

"No bids were received from qualified employees in that class and on December 23, 1936, the position was assigned to Luther L. Jones, who was a furloughed assistant signalman, Eastern Division. On the 1937 Panhandle Division roster Jones was given a place, based on the date of December 23, 1936, which is the date he acquired the advertised position of signalman on that division.

"Subsequently Jones has been furloughed from the position on the Panhandle Division and again recalled to service on that division. During the time he was on furlough from the Panhandle Division he worked temporarily on other divisions of the Pennsylvania but did not establish a seniority date on the other divisions. He has never been recalled to a regular position on the Eastern Division (his home division). His name now appears on both the Eastern and Panhandle Division seniority rosters."

POSITION OF EMPLOYEES: "The first sentence of Rule 3-D-2 of the current agreement, reading

'Seniority of employees to new positions or otherwise vacancies will, unless otherwise agreed, be restricted to a Superintendent's Division.'

sustains this claim. There is a separate seniority district and superintendent for each, the Panhandle and Eastern Divisions.

"Since the current agreement has been in effect, which was originally negotiated in 1921, the employees have contended, and it has been conceded by the carrier, that seniority belongs to the employees and they reserve the right to restrict seniority to one superintendent's division as provided in that part of the above quoted rule. As evidence of this fact, we attach hereto as Brotherhood's Exhibit 'A,' excerpts from the minutes of the schedule negotiations when the agreement was first negotiated.

"The carrier insists that Jones should be permitted to carry seniority on both divisions until recalled to a regular position on his home (Eastern) division. The employees are not agreeable to this because of the carrier's insistence on the practice of using regional gangs. If we subscribe to this

"The Carrier demands strict proof by competent evidence of all facts relied upon by the claimants, with the right to test the same by cross examination, the right to produce competent evidence in its own behalf at a proper trial of this matter, and the establishment of a record of all of the same."

OPINION OF BOARD: The record in this case shows that L. L. Jones was originally employed on the Eastern Division as a signal helper Aug. 25, 1919, and was promoted to an assistant signalman Apr. 1, 1924; his name is continued on the Eastern Division T. & S. Department seniority roster.

On Nov. 27, 1936, a signalman's position was bulletined on the Panhandle Division. No bids were received for this position from qualified employees on the Panhandle Seniority District. L. L. Jones was a furloughed employee because of force reduction in November, 1936, and, under the provisions of Rule 3-D-3, stating:

"Employees laid off on account of reduction in force, if competent, and applying for positions on other divisions where there are vacancies, will be given employment in preference to new men."

Jones was given employment on the signalman's position on the Panhandle Division, his first service on that position having been performed Dec. 23, 1936. He was furloughed from service on the Panhandle Division in reduction of force of July 7, 1938; his name appears on the Panhandle Division seniority roster as of Dec. 23, 1936, for all three classes—signalman, assistant signalman and helper—beginning with the year of 1937 to date.

The parties are in agreement that the Eastern and Panhandle Divisions are two distinct Superintendents' Divisions and that there is in effect an agreement between the parties containing Rule 3-D-2, reading:

"Seniority of employees to new positions or otherwise vacancies will, unless otherwise agreed, be restricted to a Superintendent's Division. * * *"

The Employees contend that, under Rule 3-D-2 above quoted, Jones' seniority is restricted to the Eastern Division as a superintendent's Division and, therefore, his name should be removed from the roster of the Panhandle Division.

The Carrier contends that an employee furloughed from service in force reduction from one seniority district will, upon attaining a position on another seniority district under the provisions of Rule 3-D-3, accumulate seniority on more than one seniority district until called for service on the other of the districts upon which his seniority is shown under this arrangement; upon being called, he will then be required to designate upon which seniority district he desires to continue his seniority.

The Board is of the opinion that Jones' seniority should have been "restricted to a superintendent's division" as set forth in Rule 3-D-2 above quoted, and that the placing and continuance of Jones' name on the seniority roster of the Panhandle Division while continuing his seniority on the Eastern Division was not in accord with the agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the placing and continuance of Jones' name on the seniority roster of the Panhandle Division while continuing his seniority on the Eastern Division was not in accord with the agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 4th day of February, 1941.