

Award No. 533

Docket No. 542

2-IC-EW-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: Electrical Worker Floyd Raines established seniority at Paducah, Kentucky, as of February 16, 1937, and that he forfeited his seniority date of November 18, 1928, at Champaign, Illinois, account of violation of Rules 21 and 30.

JOINT STATEMENT OF FACTS: Electrical Worker Floyd Raines accepted employment at Paducah, Kentucky, and established a seniority date of February 16, 1937, at that point.

An understanding was had and agreed to with the general superintendent of motive power, Mr. F. R. Mays, in conference on March 19, 1937, and signed March 20, 1937 to the effect that employees accepting temporary employment at Paducah Shops, would not have their names carried on the Paducah roster. Raines was called to return to service on the Champaign roster in May, 1937, but continued to work at Paducah Shops.

In May, 1937, there were four electricians on Champaign roster junior to Raines, three were working and one was not working, and account Raines not returning Electrical Worker Ruckman was hired as a new electrician in May, 1937.

POSITION OF EMPLOYEES: In January of 1937, the Illinois Central Shops at Paducah Kentucky were flooded causing an emergency to exist.

As soon as possible a large number of employees of the Illinois Central System were asked to assist in the work at Paducah with many responding at the time. The employees referred to in this case are those who handled the emergency electrical work—not all being bonafide journeymen of the electrical workers' craft.

In order that the seniority roster at Paducah Shops not be filled up with names of those not intending to remain at Paducah after the emergency, an agreement was entered into between the International Brotherhood of Electrical Workers and the Illinois Central Railroad as follows:

"Chicago, Mar. 20, 1937
819-155

PERSONAL

Mr. E. C. Roddie:

While in conference with Mr. Cruse, General Chairman, Electricians, 19th instant, he stated that it was not desired that we

to maintaining automatic train control apparatus on locomotives in this territory. Electrician Roach is a lineman and likewise was not qualified to do this work. Mr. Raines resides at Hallville, Ill., seventeen miles west of Clinton, Ill., on a branch line with infrequent service and many miles from the work performed at locations listed in carrier's Exhibit D. He did not desire to displace Electrician Ruchman on this temporary road work and had permission from his foreman to be absent. On July 20, 1937, he was called for work at Clinton and responded to the call and has performed work under his home roster since.

Mr. Raines' name was continued on the Paducah Shop roster and on February 1, 1940, he was called for work there. He refused the call and has forfeited all right to work under that roster.

Carrier contends that Mr. Raines transferred to Paducah under the provisions of Rule 30. He was not employed at his home point at the time he was needed at Paducah and voluntarily elected to go. This rule gave the employe the privilege of returning to his home station when force is increased and this is exactly what he did.

It is claimed that Rule 21 was violated. This rule gives the employe thirty days in which to decide if he will retain his seniority at his home point or at the point where he is working, and as Mr. Raines was furloughed in less than thirty days after work became available on his home roster, this rule could not have been violated. Carrier contends that Mr. Raines did not transfer to Paducah "with a view of accepting a permanent transfer."

Carrier requests the claim 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.

Nothing in the record to indicate that Raines intended to accept a permanent assignment of work at Paducah.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of January, 1941.