Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD Award No. 6764
SECOND DIVISION Docket No. 6606
2-B&OCT-CM-'74

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

Parties to Dispute: (System Federation No. 6, Railway Employes' Department, A. F. of L. - C. I. O. (Carmen)
(Baltimore and Ohio Chicago Terminal Railroad Company

Dispute: Claim of Employes:

1. That the Baltimore and Ohio Chicago Terminal Railroad Company violated the terms of the current agreement when it failed to call Carman Dewey Stump for service July 19, 1972 to August 2, 1972.

2. That accordingly, said Company be ordered to compensate Carman Stump in the amount of eight (8) hours each day lost as a result thereof, a total of fourteen (14) days.

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.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant Dewey Stump was employed by Carrier as a carman at Barr Yard, Riverdale, Illinois. On October 15, 1971 Mr. Stump was furloughed and under date of November 16, 1971 he filed written request for relief work at that point under the provisions of Article IV of the August 21, 1954 Agreement. Said Article IV reads in pertinent part as follows:

> "1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employes have signified in the manner provided in paragraph 2 hereof of their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in

"their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officers, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect - as outlined hereinabove - must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force."

On December 11, 1971 Claimant accepted employment as a carman with the C&O Railway Company at Rockwell Street, Chicago, Illinois, in which capacity he remained until August 3, 1972. During July 1972, two temporary carman vacancies occurred at Barr Yard due to illness and personal injury of two regularly assigned carmen. Carrier asserts and Claimant denies that he verbally was offered this relief work and declined same. In any event, the temporary vacancies were filled by Carrier on July 19 and 20, 1972 by hiring two new employees. On August 2, 1972 a permanent position opened up at Barr Yard with the retirement of a regularly assigned carman. Claimant was recalled to fill that vacancy and he thereupon resigned his employment with the C&O and returned to work for Carrier.

On August 20, 1972 the Organization on behalf of Claimant presented the instant claim for fourteen days' pay for the period July 19 through August 1, 1972 inclusive on the grounds that the hiring of new employees to fill the temporary relief positions violated his contractual rights. Specifically, Claimant alleges violations of Rule 18(g) and of Article IV of the August 1954, set forth supra. Rule 18(g) is a Restoration of Service rule which reads as follows: