

Award No. 4503
Docket No. 4289
2-IT-CM-'64

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Joseph M. McDonald when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 154, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. — C. I. O. (Carmen)

ILLINOIS TERMINAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Illinois Terminal Railroad Company improperly assigned Carman John Chaikowsky to perform relief work at McKinley Junction, Illinois, on July 24, and 25, 1961.

2. That, accordingly, the Company be ordered to compensate Carman J. E. Davidson eight (8) hours at the time and one-half rate for July 24, 1961, and compensate Carman W. E. Coons eight (8) hours at the time and one-half rate for July 25, 1961.

EMPLOYEES' STATEMENT OF FACTS: Carman John Chaikowsky is a furloughed carman holding seniority with the Illinois Terminal Railroad Company, hereinafter referred to as the carrier, in seniority district No. 3 only. On dates of July 24 and 25, 1961, the carrier assigned him to perform relief service at McKinley junction shops in seniority district No. 2 in the absence of Carman Virgil Phillips. The hours worked were 4:00 P. M. to 12:00 Mid-night.

Carmen J. E. Davidson and W. E. Coons, hereinafter referred to as the claimants, hold seniority in district No. 2 and are regularly assigned at McKinley junction shop. They were off duty and available to be called at the time and on the days for which claim is made in their behalf.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company, with the result that he has declined to adjust it.

The agreement effective September 1, 1949, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is the position of the employees that rule 31 of the current agreement, which is quoted in part, and reads:

loughed employe should be allowed to place bread and butter on the table of his family. We believe he should and we feel that the above quoted rule allows him to do so. Rule 29 when read in conjunction with Article IV of the August 21, 1954 agreement along with the sound reasoning of Referee Howard A. Johnson, as set out in award 3972, supports the carrier. We ask that 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.

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

Carman Chaikowsky was on furlough from Carrier's Federal car repair facility (Seniority District No. 3). He had signified his request in writing to be called for relief work.

On July 24 and 25, 1961 Carman Chaikowsky was called to, and did relieve position 502 at Carrier's McKinley Junction car repair facility, which is in Seniority District No. 2.

Claimants were off duty and available to be called on the days in question. Claimants hold seniority in Seniority District No. 2 and are regularly employed at McKinley Junction shop as Carmen. They make claim for the work performed by Chaikowsky, each claiming one day at the time and one-half rate.

There were no furloughed Carmen of Seniority District No. 2 on the dates involved.

The question to be determined is:

Under the controlling agreement, may Carrier call a furloughed Carman from another Seniority District to fill a temporary vacancy in a Seniority District where there are no available furloughed Carmen, although off-duty Carmen are available for work?

Carrier states that there is nothing in the controlling agreement which prohibits it from so doing.

Claimants maintain that there is nothing in the controlling agreement which permits the Carrier to do so.

Reading the agreement as a whole, we find that the provisions concerning seniority and the provisions concerning notice of availability to perform relief work contemplate that the principle of seniority within the District where the employe holds his position prevails. Furloughed employes can be used for relief work only in their classification and in the seniority district in which they hold seniority.

AWARD

Claim 1: Sustained.

Claim 2: Sustained, except that the compensation shall be at the pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of May 1964.