



**Award No. 4899**

**Docket No. 4800**

**2-B&O-EW-'66**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Donald F. McMahon when award was rendered.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 30, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Electrical Workers)**

**BALTIMORE AND OHIO RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That the Baltimore & Ohio Railroad Company violated the provisions of the current working agreement between the Carrier and System Federation No. 30, particularly Rule 24 of the controlling agreement as amended by the Agreement of June 5, 1962 (Article III). That certain employes regularly assigned at Curtis Bay, Baltimore, Maryland as Coal Pier Operators and Electricians were improperly furloughed on December 26, 1962 when the Carrier applied the provision of Article VI of the August 21, 1954 Agreement.

2. That accordingly, the Baltimore & Ohio Railroad Company, (hereinafter called the Carrier) be ordered to compensate Operators P. G. Corron, R. N. Hammond, J. W. Widerman, Jr., J. A. Madison and Electricians R. A. Howard, G. C. Quoss, Jr., W. S. Ijams and R. J. McClelland (hereinafter called the claimants) for three additional eight (8) hours' days each at pro-rata as a result of this violation.

**EMPLOYEES' STATEMENT OF FACTS:** The Baltimore and Ohio Railroad Co., hereinafter referred to as the carrier, maintains at Baltimore, Ohio, an operation known as the Curtis Bay Coal and Ore Piers, which handles export and import freight shipments of all types.

Operators P. G. Corron, R. N. Hammond, J. W. Widerman, Jr., J. A. Madison and Electricians R. A. Howard, G. C. Quoss, Jr., W. S. Ijams and R. J. McClelland, hereinafter referred to as the claimants, are regularly employed by the carrier at its Curtis Bay Piers, with regular assignments encompassing operation and maintenance work on the piers.

On October 1, 1962, the International Longshoreman's Association exercised their lawful right to call a strike affecting ship movements in the Curtis Bay area. On October 5, 1962, at the request of the President of the United States, an eighty (80) day injunction was issued by Federal District Court delaying any strike action until December 23, 1962.

5. Under rules in effect on this property it is standard and accepted procedure to give a simultaneous furlough notice to the junior men. This procedure has been in effect on this property for a period of many, many years and is precisely in accord with the position adopted by System Federation No. 30. Thus, in his letter of December 28, Committeeman Seiss points out "\* \* \* These men were also given a two day notice of furlough to become at the same instant that the Ore Pier abolishment became effective. \* \* \*"

6. There is no evidence whatever in this case that any incumbent employee of the ore pier wished or desired to waive his seniority rights in favor of any junior employee. Actually he could only "waive" on a definite showing of inability to perform the work and all were fully qualified. What happened was a straight exercise of displacement rights under the seniority rules.

In summary, the carrier submits that the contentions of the committee are not tenable ones.

**CARRIER'S SUMMARY:** The instant case indicates an automatic application of the provisions of Article VI effective November 1, 1954, of the addendum to the shop crafts' agreement. There is no merit to this claim at either part 1 or part 2.

The carrier petitions this division to hold this claim in its entirety as being without merit and to deny it accordingly.

**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 were given due notice of hearing thereon.

The claim before us here is on behalf of four Operators P. G. Corron, R. N. Hammond, J. W. Widerman, Jr., J. A. Madison and Electricians, R. A. Howard, G. C. Quoss, Jr., W. S. Ijams and R. J. McClelland.

Claim is based upon an alleged violation by the Carrier, of Rule No. 24, of the Agreement between the parties, and amended by Article III, National Agreement of June 5, 1962, and brought about by Carrier when it furloughed the employes named on December 26, 1962, by allowing only two days notice.

Reference is made by the Parties here that this cause, involving the Coal Pier Operators, named in the Docket before us, was adjudicated by the Fourth Division in its Award No. 2060, and on the merits the claims were denied.

The same facts and conditons apply to the Electrical employes named as claimants here. An emergency condition existed due to a strike on this Carrier's property, at the location involved here. Article III, of the National

Agreement of June 5, 1962, is applicable here, and the claims of Electrical employes should be denied.

AWARD

The claims of Coal Pier Operators should be dismissed as per the Findings.

Claims of Electricians denied as per Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June, 1966.