Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6683
Docket No. 6449
2-C&O-EW-'74

The Second Division consisted of the regular members and in addition Referee Louis Yagoda when award was rendered.

Parties to Dispute: (System Federation No. 41, Railway Employes' Department, A.F. of L. - C.I.O. (Electrical Workers)
(Chesapeake and Ohio Railway Company

Dispute: Claim of Employes:

1. That the Chesapeake and Ohio Railway Company violated the current agreements, particularly Mediation Agreement of June 5, 1962 as per Article 3, and Rule 27, Item 3, Understanding Thereof (revised July 16, 1962) and Rule 19(c) of the Shop Crafts Agreement. The Carrier failed to allow the proper five (5) working days advance notice of furlough to Electrician G. A. Rusmiselle account of Foreman Gross returning to his craft.

2. That, accordingly, the Chesapeake and Ohio Railway Company be ordered to additionally compensate Electrician G. A. Rusmiselle for five (5) days pay at the straight time rate due to this violation of current Agreement.

Findings:

The Second Divison 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.

Employes are mistaken in their contention that Article III of the June 5, 1962 Agreement requires 5 working days advance notice to an employe who is displaced in his position by a foreman exercising his right to "bump" downward under Rule 19 (c) of the Shop Crafts Agreement.

Article III is explicitly applicable to the two specific situations

identified therein: (1) "abolishment of position" and (2) "reduction in forces". Both obviously refer to the position in which the employe is displaced. In the instant situation, Claimant's job was not abolished or was his craft reduced. True, the vacating of the job was caused by a reduction in force among the foremen, but that is not within the subject matter of Article III.

Accordingly, there is no rule mandate for the 5 days' notice in this situation.

A W A R D

Claim of Employes' denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By: Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of April, 1974.