

The Second Division consisted of the regular members and in addition Referee Walter C. Wallace when award was rendered.

Parties to Dispute: (System Federation No. 156, Railway Employees'
(Department, A. F. L. - C. I. O. Electrical Workers
((I.B.E.W. Local Union No. 589)
(
(The Long Island Rail Road Company

Dispute: Claim of Employees:

1. That the Long Island Railroad Company violated Article V of the August 21, 1954 Agreement when the Carrier's highest officer, Mr. W. L. Schlager, Jr. failed to decline in writing within the 60 day time limit the claim in behalf of Electrician (Power Operator) J. Meehan for wages and penalties due him from January 19, 1973 to and including February 6, 1973. Claim was submitted to Mr. Schlager on May 22, 1973, acknowledged by Mr. Schlager on June 20, 1973 and denied by Mr. Schlager 63 days later on July 24, 1973.
2. Without waiving the Employees' position with respect to the Long Island Railroad Company's violation of Article V, Electrician J. Meehan claims compensation for wages and penalties due him from January 19, 1973 to and including February 6, 1973, due to management's violation of the working agreement by not awarding Mr. Meehan, who was the senior bidder, position #76 on Bulletin #29-72 which was posted 9:00 A.M. November 20, 1972 and which closed November 28, 1972. The monies Mr. Meehan is claiming totals four hundred twenty-seven dollars and sixty cents (\$427.60).
3. That, accordingly, Electrician J. Meehan be awarded position #76 on Bulletin #29-72 effective 9:00 A.M. November 29, 1972 and also be compensated \$427.60 for wages and penalties due him.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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.

This is one of several cases involving the same parties and the decision depends upon the answer to the question: does the Maintenance of Way Agreement or the Maintenance of Equipment Agreement apply:

We have reviewed the awards 6885, 6886, 6887, 6939, 6942, 6943, and 6976 along with Award No. 1 of Public Law Board No. 913. All of these awards conclude that the Maintenance of Equipment Agreement is applicable and it necessarily follows that they sustain the claim. We reach the same conclusion here and the claim must be sustained.

A W A R D

Claim sustained to the extent indicated in the Findings.

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 16th day of March, 1976.