

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

Parties to Dispute: (Brotherhood Railway Carmen of the United States
(and Canada
(Chicago & North Western Transportation Company

Dispute: Claim of Employees:

1. Carmen Bernard Sislo, Cal Haworth, Roger Falk, Bill LaBounty, Peter Machones, Leo Schier, Joe Gotelaere and Bill Tribby were deprived of their contractual rights account the Chicago and North Western Transportation Company violated the controlling agreement when notice dated December 5, 1982 was posted notifying all employees at the Itasca Repair Track and Train Yard that all positions would not work on December 24, 25, 26, and 31, 1982, and January 1 & 2, 1983, and failed to provide for five (5) working days advance notice as required by the rules of the controlling agreement.
2. That the Chicago and North Western Transportation Company be ordered to compensate the above listed eight Carmen at the straight time rate of pay for the following listed dates:

Bernard Sislo...December 31, 1982
Cal Haworth...December 31, 1982
Roger Falk...December 31, 1982
Bill LaBounty...December 26, 1982
Peter Machones...December 26, 1982 and
January 2, 1983
Leo Schier...December 26, 1982 and
January 2, 1983
Joe Gotelaere...December 26, 1982 and
January 2, 1983
Bill Tribbey...December 31, 1982

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 and employees involved in this dispute are respectively carrier and employees 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.

On December 15, 1982, all shop craft employees at Carrier's Itasca, Wisconsin facility were notified of the following actions:

"BULLETIN NUMBER 51 - 82

ACCOUNT REDUCTION IN THE CANADIAN NATIONAL BUSINESS THROUGH THE ITASCA TERMINAL AND OBSERVANCE OF CHRISTMAS EVE, CHRISTMAS DAY, AND NEW YEARS' DAY HOLIDAYS -- THE FOLLOWING WILL PREVAIL UNLESS OTHERWISE NOTIFIED:

Dec 24th, 25th, 26th -- All Mechanical
Department Jobs will be ANNULLED.

Dec 27th, 28th, 29th, & 30th -- All
scheduled Mechanical Department
Jobs WILL WORK.

Dec. 31, 1982 & Jan 1 & 2, 1983 -- All
Mechanical Department Jobs will be
ANNULLED.

Commencing January 3, 1983 -- All
scheduled Mechanical Department
Jobs WILL WORK.

YOU MUST WORK YOUR SCHEDULED WORK DAY BEFORE AND AFTER THE
ANNULMENTS TO QUALIFY FOR HOLIDAY PAY.

E. Jackson, Jr.
General Foreman"

The Organization argues that this notice did not comply with the requirements of Rule 25 and Article III of the June 5, 1962, Agreement due to a failure to give the required five-day notice. Rule 25 provides in part:

"When it becomes necessary to reduce expenses, the force at any point or in any department or subdivision thereof shall be reduced, seniority as per Rule 28 to govern; the men affected to take the rate of the job on which they have placed themselves.

Men affected under this Rule will be given five days' notice and lists will be furnished local committee."

Rule 25 complies with the mandate of Article III, which states:

"Effective July 16, 1962, existing Rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirement of this Article". (Emphasis supplied.)

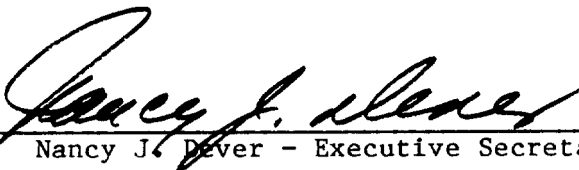
It is self-evidence on its face that Carrier's December 15, 1982 notice was in full compliance with Rule 25 and Article III. There is no contractual requirement that mandates a second notice where, as under the facts of this dispute, Claimants were clearly given more than five (5) working days advanced notice. There is no evidence that the date or scope of the furloughs as implemented pursuant to the notice were conditional, rescinded, delayed or otherwise altered in any way by the Carrier. The Claim is wholly without merit, and is hereby denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 4th day of June 1986.