

Award No. 639

Docket No. 622

2-B&M-EW-'41

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee John P. Devaney when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: That management violated Rule 21 of the agreement of April 1, 1937, when Francis H. Reynolds was returned to service from the furloughed employes of the electrical crew roster, Boston, Massachusetts, and again furloughed without the required five (5) days' notice. Proper notice should have been given the local committee. Claim for five (5) days' pay for Francis H. Reynolds is made in each instance. Reynolds was called for service July 27, July 29 and July 31.

JOINT STATEMENT OF FACTS: Roy Geissler, electrician, owns a regular assignment on the maintenance job at the north station, Boston, hours 10:00 P. M. to 6:00 A. M.

July 27, 29 and 31, 1940, Mr. Geissler reported off account of sickness and Francis H. Reynolds, a furloughed electrician, was called to cover this maintenance job three separate days and was paid for the days which he worked only. There is an agreement between the parties which became effective April 1, 1937. Rules 21 and 23 of that agreement read as follows:

REDUCTION IN FORCE

Rule 21: When it becomes necessary to reduce expenses the hours may be reduced to forty (40) hours per week before reducing the force. When the force is reduced, seniority as per Rule 25 will govern, the men affected to take the rate of the job to which assigned (except for shop order work as assigned at Billerica Shop).

Twenty-four (24) hours' notice will be given before hours are changed, if the force is reduced. Five (5) working days' notice will be given the men affected before reduction is made and lists of employees to be furloughed will be furnished the local committees.

In the restoration of forces, senior laid-off employees shall be given preference of re-employment if available within ten (10) days unless such time is extended by proper authority in conjunction with the local committee, and shall be returned to their former position if possible, provided they have notified their superior officer and committee every ninety (90) days in writing of their address and desire to be called back to service, when needed. The Committee will be furnished a list of the men to be restored to service. Regular

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.

The parties to said dispute waived right of appearance at hearing thereon.

There is no increase or reduction of forces involved here but rather a situation where a furloughed man was called to perform the work of a regularly assigned employe who was absent. It was not necessary to give the notice claimed to be mandatory by the employes.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 26th day of June, 1941.