

Award No. 1558

Docket No. 1444

2-Wab.-EW-'52

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 13, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Electrical Workers)**

WABASH RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: 1—That under the current agreement Electrician Earl J. Collins was laid off on November 30, 1950 in violation of the seniority roster maintained in the Car Department at Decatur, Illinois.

2—That accordingly the Carrier be ordered to compensate this employee for all time lost since November 30, 1950 until he is restored to his service-seniority rights.

EMPLOYEES' STATEMENT OF FACTS: The electricians maintained by the carrier at Decatur, Illinois on the Decatur car department seniority roster as of November 30, 1950 follow:

NAME	SENIORITY DATE
1. William Bryant Segrest	October 16, 1922
2. Clifford Ockel Black	February 4, 1925
3. Hollis Frank Christopher	February 12, 1936
4. William Virgil Trent	December 22, 1941
5. Arthur Monden	February 8, 1943
6. Ephraim Robert Bailey	March 15, 1947
7. Earl Jess Collins	June 18, 1948
8. Harold LeRoy Wingfield	August 31, 1948
9. Earl V. Smith	January 16, 1950

The carrier made the election to reduce this force and on November 30, 1950 at the close of the assignments of electricians ranking 7th and 9th on the above roster were furloughed, thereby retaining in the service junior electrician 8 in preference to senior electrician 7, Earl J. Collins, hereinafter referred to as the claimant.

occupant thereof to the provisions of Rule 23, the force reduction rule, when forces are reduced in the Decatur car shop.

Each time a vacancy exists on a position regularly assigned to perform road work, the supervising officer of the department affected and the general chairman of the craft affected agree as to the point from which that vacancy will be filled. This is fully substantiated by the fact that, when the position of road electrician at Montpelier became vacant on February 1, 1951, due to Harold L. Wingfield being called to service in the armed forces, that vacancy was, by mutual understanding between the electrical engineer and the general chairman, filled from the seniority roster of electricians employed at Montpelier, Ohio.

The carrier's position that employes regularly assigned to perform road work in accordance with Rule 11, paragraph (1), are not subject to the provisions of Rule 23, the force reduction rule, is also substantiated by that part of Rule 11, paragraph (1), reading as follows:

"* * *. When a reduction is made in the number of men regularly assigned to perform road work, the man last assigned will be displaced and permitted to return to the shop or point where he holds seniority rights, provided he has sufficient seniority to do so."

which clearly shows that, among men regularly assigned to perform road work, their seniority at the shop or point where they hold seniority in their craft does not govern when forces are reduced.

With respect to committee's claim 2, inasmuch as the reduction in the number of electricians employed at the Decatur car shop on November 30, 1950, was made in accordance with the rules of the agreement between the parties, it is the position of the carrier that committee's claim 2 is wholly without foundation under the rules of the agreement.

Further, without prejudice to the position of the carrier, as heretofore outlined, even assuming (but not admitting and continuing to urge to the contrary) Earl J. Collins was improperly furloughed on November 30, 1950, the carrier has clearly shown in its statement of facts that, had Earl J. Collins exercised the option of obtaining employment as an electrician in the Decatur diesel shop in the place of up-graded regular electrician apprentice Inman, he could have continued to work as an electrician at Decatur throughout the interval which elapsed between his furlough on November 30, 1950, and February 7, 1951, the date on which he reported for work at the Decatur car shop after having been notified to do so at once on January 30, 1951.

The contentions of the committee should be dismissed and the claims denied.

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 were given due notice of hearing thereon.

The electrical workers of System Federation No. 13 contend the carrier, by laying off Electrician Earl J. Collins in the car department at Decatur, Illinois, on November 30, 1950, violated the provisions of their controlling agreement relating thereto. They ask that Collins be compensated for all time lost since that date by reason thereof.

When Harold L. Wingfield, as of September 7, 1948, was assigned to the position of road electrician with headquarters at Montpelier, Ohio, he became subject to Rule 11 of the parties' controlling agreement. He thereafter retained his seniority on the roster of electricians at the Decatur Car Shop and continued to accumulate seniority there but only for the purpose of permitting him to return to the shop to exercise it in case he lost his road position. See Sections (e) and (1) of Rule 11. When he entered the road services he became subject to the special provisions of Rule 11 as to the reduction of road service forces. See Section (1) of Rule 11. Consequently, he was not subject to the general provisions of Rules 23 and 27 while so employed. As a result Earl V. Smith and Earl J. Collins were the junior men on the roster of electricians at the Decatur Car Shop on November 30, 1950, the effective date of carrier's force reduction, who were subject to Rules 23 and 27 of the parties' controlling agreement. In placing these two men on furlough carrier correctly applied the provisions of the parties' controlling agreement relating to reduction of forces.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1952.