

Award No. 2678

Docket No. 2545

2-IC-EW-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYES'
DEPARTMENT, AFL (Electrical Workers)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That the Carrier violated the Current Agreement when they refused to assign Electrician Helper James O. Allen to operate an electrically driven overhead crane in the Truck Shop at Burnside Truck Shop on October 19, 1955.

2. That, accordingly, the Carrier be ordered to additionally compensate James O. Allen the difference in the rate of pay for electrician helpers and crane operators for 8 hours for October 19, 1955.

EMPLOYES' STATEMENT OF FACTS: James O. Allen is an electricians' helper assigned to the diesel shop, operating a hi-lift truck. All electricians' helpers assigned in the car shop and diesel shop at Burnside are on the same seniority roster. Mr. Allen is the senior helper qualified to operate an overhead electrically driven crane but was not assigned to such work on October 19, 1955. On October 19, 1955 there was a vacancy for the crane operator on the overhead crane in the Burnside truck shop. An electricians' helper junior to Mr. Allen was assigned to fill this vacancy.

The dispute was handled with carrier officials designated to handle such affairs who all declined to adjust same.

This is covered by the controlling agreement as of April 1, 1935, as amended.

POSITION OF EMPLOYES: It is submitted that the carrier's action was in violation of Rule 19 of the current agreement, effective April 1, 1935, which reads as follows:

an electrical helper in the car shop, who was available and qualified to perform this class of work, was proper and in accordance with the practice in effect at this location. There has been no violation of the agreement insofar as the claimant is concerned, and he is not entitled to the compensation which he claims.

The carrier respectfully asserts that there has been no violation of the applicable agreement, and this claim should be 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 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.

The parties to said dispute were given due notice of hearing thereon.

This claim is based on Rule 19 which provides that "employees desiring to avail themselves of this rule will make application to the official in charge." The claimant made no such application so his claim cannot be sustained.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November, 1957.