

Award No. 3666

Docket No. 3542

2-GN-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

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

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)**

GREAT NORTHERN RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES:

A. That groundman P. J. Parduhn was unjustly treated and the provisions of the current agreement were violated when he was furloughed in a reduction in force and a junior groundman was permitted to work since May 29, 1958.

B. That P. J. Parduhn should be recalled from furlough and assigned to the position held by a junior groundman in the Communications Shop at St. Paul, Minnesota.

EMPLOYEES' STATEMENT OF FACTS: P. J. Parduhn, hereinafter referred to as the claimant, was employed as a groundman in the Communication Department of the Great Northern Railway Company, hereinafter referred to as the carrier.

The seniority date of the claimant as a groundman (Class 6) is October 11, 1951. Prior to May 29, 1958, the claimant was assigned to a line gang or crew. Effective May 29, 1958, the claimant was furloughed in a reduction of forces.

R. J. Flaten is employed as a groundman and has a seniority date as groundman (Class 6) of July 14, 1955. He was assigned to work in the communication shop at St. Paul, Minnesota, prior to May 29, 1958, and has continued to work in that shop since that date.

This dispute has been handled with all carrier officials designated to handle such matters, with no satisfactory settlement being reached.

The agreement effective July 1, 1951, as amended, is controlling.

claimant failed to exercise his seniority in the manner as provided for in the agreement, there is absolutely no validity to this claim.

CONCLUSION

Carrier submits, since the facts in this case conclusively indicate that the claimant failed to avail himself of a continuing employment opportunity which was available to him and provided for in the controlling agreement, this claim of the Employee is utterly devoid of any degree of merit and must be denied for if found otherwise Rules 17 and 25 of the controlling agreement would be reduced to nothing more or less than a group of meaningless words and phrases.

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.

Parties to said dispute were given due notice of hearing thereon.

Under Rule 28 employes enjoyed system seniority. Reduction in Force Rule 25 (a) provided:

“When it becomes necessary to reduce expenses, the force will be reduced, seniority as per Rule 28 to govern, the employes affected to take the rate of the job to which their seniority entitles them.”

Since the rules do not provide either for point or department seniority or for point or department reduction in force, system seniority must govern. Award No. 1895. Accordingly it was the duty of carrier to furlough in reverse seniority order and claimant was improperly furloughed. It was not necessary for him to attempt to bump the employe who should have been furloughed in his stead. Award No. 1237.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 1st day of February 1961.