

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: { System Federation No. 2, Railway Employees'
{ Department, AFL-CIO Firemen & Oilers
{
{ Chicago & Illinois Midland Railway Company

Dispute: Claim of Employees:

1. That the Chicago and Illinois Midland Railway Company violated the agreement and the attendant service rights of Laborer H. W. Paul, Jr., on Thursday, July 12, 1973, and each Monday and Thursday of each week thereafter, July 16, 19, 23, 26 and 30, 1973, when they abruptly discontinued the long established practice of sending a Laborer from the Springfield Terminal Shops to Havana and Pekin (later Powerton), Illinois, to fuel, sand, clean and otherwise service and supply the Diesel Units maintained at Havana and Pekin, and thereafter transferred said work to Employees of other Crafts and Classes.
2. That accordingly the Chicago and Illinois Midland Railway Company be ordered to additionally compensate Laborer H. W. Paul, Jr., eight (8) hours per day at the then applicable Laborers' rate of pay for each of the dates of July 12, 16, 19, 23, 26 and 30, 1973.

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 involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On the six claim dates in July 1973 involved herein, the Organization contends the Agreement was violated by Carrier when it discontinued a long established practice of sending a Laborer from the Springfield shops to fuel, sand, clean and service the Diesel units at Havana and Pekin.

Carrier denies that this work belonged exclusively to Laborers, and asserts that this was work that was performed by Carmen with assistance from Laborers when needed, and there was not sufficient work to justify

sending a Springfield Laborer. Claimant remained in Springfield and was performing work there on a five-day basis on the claim dates in question.

Under these particular facts and circumstances, the Board finds that even if the Agreement was violated, there has been no showing that this Claimant suffered any wage loss or that he was or would have been in a position to perform the work on an overtime basis at these outlying points on the dates of claim. Accordingly, the claim must be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of September, 1975.