

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 156 Railway Employees' Department
(A.F.L. - C.I.O. - Electrical Workers
((I.B.E.W. Local Union No. 589)
(
(The Long Island Rail Road Company

Dispute: Claim of Employees:

That Electrician (Power Operator) T. J. Ayres be compensated wages and penalties due him from October 18, 1972 to and including November 10, 1972, due to management's violation of the working agreement by refusing to accept Mr. Ayres' displacement of Junior Electrician J. Forrester, which was properly submitted on October 18, 1972, thereby forcing Mr. Ayres to work a position other than the position which he was entitled to work. The monies Mr. Ayres is claiming totals seven hundred ten dollars and seventeen cents (\$710.17).

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.

The issue in this dispute involved the alleged impropriety of Carrier's refusal to honor a displacement bid by Claimant over a Junior Electrician. The record indicates that this dispute is virtually identical, but for a different Claimant, to that considered by this Board in Award 6939; the same parties, facts, Agreement provisions and arguments are included in this case. The only deviation in this matter is the argument raised by Petitioner that, inter alia, Carrier violated the June 30, 1965 Mediation Agreement. Carrier argues that the controlling question in this dispute is the interpretation of that Mediation Agreement and hence this Board does not have jurisdiction over the case. We note that the only reference to the June 30, 1965 Agreement was in the original letter of claim wherein there was also cited several Rules of the Shop Craft Agreement as well as Award No. 1 of Public Law Board No. 913. Had the Mediation Agreement been the only contract cited by Petitioner as violated by Carrier, Carrier's position would be valid;

however in this dispute the Shop Craft Agreement is clearly cited as in issue and hence we would be remiss in refusing to assert jurisdiction.


For the reasons discussed in our recent Award 6939 as well as for the rationale described in virtually identical disputes in Award 6885 and Award No. 1 of Public Law Board 913, the Claim must be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of September, 1975.