



"employees to complete the requirements the junior men on each shift will be assigned beginning with the junior man."

Claimant's position was scheduled to be blanked, in accordance with this procedure, and the Claimant was therefore not scheduled to work and did not work.

On April 8, 1977, according to Carrier account, the following occurred:

"On April 8, 1977, a holiday, a derailment occurred in the north end of the bowl. Carman S. E. Wilson and M. T. Linz, were taken off the rip track to reraill this car. Before this car was rerailled, another car derailed in the north end of the bowl. After these cars were rerailled, two derailments occurred in the south end of the bowl and these same two men were used to reraill the cars."

In connection with these events, the truck usually operated by the Claimant was used by other Carman. The Organization alleges that the truck was used throughout an eight-hour shift and that not only was it utilized to transport employes (as conceded by the Carrier) but that the equipment on the truck was also required in connection with the rerailling operations. The Carrier makes no specific denial of this.

The Board will sustain the claim, but bases its finding on the totality of events. The Carrier claims that a truck may be used just as any other piece of equipment or craft tools -- that is to say, it does not "belong" to the individual employe who is regularly assigned to it. As a general statement, the Board does not necessarily disagree with this concept. In this instance, however, there was no mere incidental use of the City Emergency Truck. There was no contradiction to the Organization's claim that the truck was used not only for transportation, but that the full range of its equipment was employed in the various rerailling operations. In other words, the Board is convinced that the truck was used virtually as it would have been employed on normal work days, and the Carrier has failed to show to the contrary. It reasonably followed that Job SR-23 was not blanked but was in fact filled. Under these circumstances, Note to Rule 5 requires the assignment of the work to the employe who would have performed it if the holiday had not occurred.

The claim will therefore be sustained in its entirety, following similar decisions by the Board in, among others, Awards No. 6094 through 6097 (Harr), which cite previous awards; and Awards No. 6199 (Quinn), 6254 (McGovern), 6260 and 6261 (Shapiro). All of these awards concern the same Organization and Carrier as in the present dispute.

Form 1  
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Award No. 7993  
Docket No. 7933  
2-MP-CM-'79

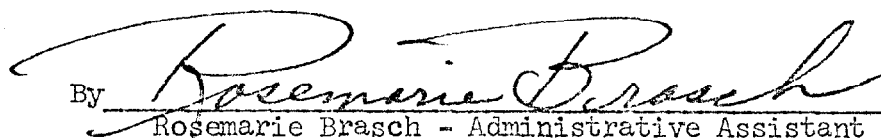
A W A R D

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 27th day of June, 1979.