

The Second Division consisted of the regular members and in addition Referee Carlton R. Sickles when award was rendered.

Parties to Dispute: { International Brotherhood of Electrical Workers
{ Chesapeake and Ohio Railway Company

Dispute: Claim of Employees:

1. That the Chesapeake and Ohio Railway Company violated the current agreements, particularly Rule 27 (Understanding - Revised July 16, 1962) and Rule 188 (Understanding - Effective July 16, 1961) of the Shop Crafts Agreement.
2. That accordingly the Chesapeake and Ohio Railway Company be ordered to additionally compensate Pier Operator P. C. Watson in the amount of two (2) days pay at eight (8) hours per day.

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 waived right of appearance at hearing thereon.

The claimant alleges that he was recalled to work from the furloughed list for five days to fill a vacation vacancy, but that after working for three days, a senior pier operator was allowed to displace him thereby causing him to lose two days' pay.

Claimant cites that Rule 27 would require that he be given five whole working days' notice before he is suspended and that the Understanding of Rule 188 would have precluded the senior pier operator from displacing him for the two days in question because the senior operator would be required, under that rule, to observe the rest days of the position which he was then holding temporarily.

The carrier has pointed out that Rule 27 applies to a reduction in force and since no job was being abolished in this instance, the provision is not applicable. A reading of Rule 27 indicates clearly that it applies only in the event of a reduction in forces and that the requirement of five days' notice before reduction is limited by the terms of that rule to such reduction in force.

The carrier points out that the Understanding to Rule 188 is limited in its application to a regularly assigned employe who is used to fill a vacation vacancy. It is noted that in the instant matter, the employe involved is not a regularly assigned employe and, therefore, the provisions in this paragraph do not restrict the rights of the senior pier operator who exercised his seniority in this instance.

The carrier alleges and it is not refuted that, except for the provisions cited by the claimant, the senior operator herein has the right to replace the claimant for the two days involved. Since neither of these situations apply, namely, there was not a reduction in force and the employe involved was not a regularly assigned employe, then the claimant is subject to being replaced by the senior operator.

There is language at the end of the Understanding to Rule 188 which provides "being understood that employes may not request to move to a vacation vacancy after the vacancy commences".

However, this clause has to be read in light of the paragraph of which it is a part and since this paragraph by its terms is limited to a regularly assigned employe, then it has not established a rule of general application which is effective in this instance. The claim will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 19th day of May, 1982.