

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: ( International Brotherhood of Electrical Workers  
( Chicago, Milwaukee, St. Paul & Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company violated the current Agreement, particularly Rule 22 and Article III of the National Agreement dated June 5, 1962, on September 2, 1982 when it improperly furloughed Electrician M. J. Chevre without giving him a proper notice.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate Electrician M. J. Chevre for five (5) days' wages at the current rate of pay.

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 employees involved in this dispute are respectively carrier and employees 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.

This claim is based upon an asserted violation of Rule 22 of the controlling Agreement and Article III of the National Agreement dated June 5, 1982. Rule 22 provides for four (4) days' notice to affected employees when the force is reduced. Article III revised the existing rule of less than five (5) days' notice to require not less than five (5) days' notice before the abolishment of a position or reduction in force. The Claimant went on vacation on August 22, 1982. On August 23, a notice was posted on the bulletin board advising Claimant that, effective at the end of his shift on August 31, 1982, his job would be abolished. Thereafter, the Claimant returned from vacation as scheduled and reported for work at 12:00 midnight, September 2, 1982. He was then advised he was furloughed effective August 31.

The Organization claim contends the Carrier by simply posting a bulletin board notice failed to give notice to "... the men affected before reduction is made ..." as hereinbefore stated by Rule 22. The Carrier views the Organization position as requiring the Claimant be given a personal notice of furlough. Citing Second Division Award 6614 as supportive of its position, the Carrier

states this and other mentioned awards affirm its position that the bulletining of August 23 satisfied the requirement of Rule 22. Rule 22 and Article II are set forth below:

"Rule 22

When the force is to be reduced, four (4) days' notice will be given the men affected before reduction is made, and lists will be furnished the local committee."

"Article III - Advance Notice Requirements

Effective July 16, existing rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirements of this Article."

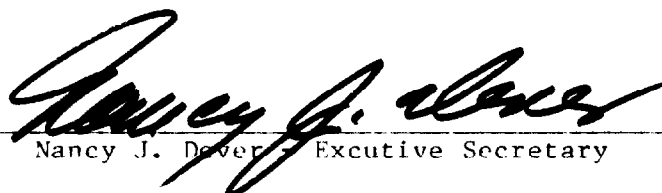
The Board finds the language of Rule 22 and Article III, when read as a whole, to be clear and unambiguous. In the face of this conclusion, there is no necessity to look beyond the actual language to determine the intent of the parties. Nor is it necessary for this Board to enunciate a broad statement as to what constitutes appropriate notice. It is sufficient to say that each such case rests upon the fact situation involved. By posting a reduction notice after the Claimant went on vacation, we find no evidence of record that the Carrier did, in fact, give five (5) days' notice to the Claimant. Therefore, under the applicable provisions cited, the Claimant is entitled to a sustaining award.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest:

  
Nancy J. Dever, Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1985