

The Second Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. Carmen Helpers W. Bonnett, D. McDonough, D. Langstaff, J. Reuter, G. Buckley, and M. Hanson were deprived of their contractual right by the Chicago and North Western Transportation Company on February 18, 1983.

2. That the Chicago and North Western Transportation Company be ordered to compensate Carmen Helpers W. Bonnett, D. McDonough, D. Langstaff, J. Reuter, G. Buckley and M. Hanson at the Carmen's straight-time rate of pay dating from February 18, 1983, for each hour worked on Jobs 063, 064, 065, 066, and 067 plus 6% annual interest, restored to Carrier service with all seniority rights, vacation rights, holidays, sick leave benefits and all other benefits that are a condition of employment unimpaired and reimbursed for all losses sustained account of loss of coverage under health and welfare and life insurance agreements.

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 employes 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.

On February 18, 1983, the Carrier's Car Department at Cudahy, Wisconsin, posted bulletins advertising six (6) new Carmen-Welder positions. Bulletin #1 listed Job Numbers 063 and 064 and Bulletin #2 listed Job Numbers 065, 066, 067 and 068. Job Number 063 was awarded to Carman Brown, an employee who had previously been assigned to Job Number 019. Job 064 was awarded to Carman Peterson. The four (4) positions listed in Bulletin #2, Jobs 065, 066, 067 and 068 were awarded to Claimants Bonnett, McDonough, Reuter and Langstaff, all of whom were furloughed Carmen Helpers. Prior to filling these jobs, they were displaced by Journeymen Carmen from the Clinton, Iowa Car Shop.

On March 4, 1983, the two (2) jobs vacated by Carmen Brown and Peterson were awarded to Claimants Bonnett and McDonough who were furloughed Carmen Helpers. Before filling the jobs they were displaced by two (2) furloughed Journeymen Carmen from the Clinton Car Shop.

The Organization contends that by allowing laid-off Carmen from the Clinton, Iowa Car Shop to transfer to the jobs in Cudahy, Wisconsin, the Carrier deprived the Claimants of their contractual rights.

The record warrants the conclusion that the six (6) Journeyman from the Clinton Car Shop were properly placed on the jobs at Cudahy. When the assignment Bulletins were issued the Claimants were the proper incumbents of the jobs. However, since they were not Journeymen, they could be displaced from these positions by Journeymen who could not hold jobs at their home point. Under the applicable Schedule Rules and Agreements, a Carman position occupied by a Carman Helper is considered to be an open position which may be filled by a Journeyman who has displacement rights.

Under Rule 26, a furloughed Carman may exercise such rights at points other than his home point. Such transfer is considered temporary until the force is increased at his home point. Accordingly the Clinton employees exercised their contractual rights in displacing the Cudahy Helpers. The Carrier is required under Rules 25 and 28 to displace the Claimants from the position. However, in this case, the Claimants did not even fill the positions.

Furthermore, the instant Claim refers specifically to five (5) jobs, namely, "Jobs 063, 064, 065, 066 and 067." Jobs 063 and 064 were awarded to Journeymen through the proper exercise of seniority; thus, there are three (3) jobs at issue for the six (6) Claimants. Since three (3) Claimants, Bonnett, McDonough and Reuter did not fill three (3) jobs from which they should have been displaced, each of them is entitled to one (1) day of pay, representing one (1) day of service that they should have been required to perform.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of January 1987.