

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
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(Northeast Illinois Regional Commuter
(Railroad Company

Dispute: Claim of Employees:

1. That the Northeast Illinois Railroad Corporation violated the current agreement, particularly Rules 1 and 22, and Article III of the National Agreement dated June 5, 1962, on October 17, 1983, when it improperly denied Electrician R. Rosa of his right to perform service during his regular assignment and failed to properly notify him that he would be affected by a force reduction.

2. That the Northeast Illinois Railroad Corporation be ordered to compensate Electrician R. Rosa for eight (8) hours at the current rate of pay, plus 18 per cent (A.P.R.) interest thereon.

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.

Claimant, an Electrician, was bumped due to a reduction in force. His regular hours were assigned Monday through Friday from 3:00 P.M. to 11:00 P.M. The Organization maintains that on Monday, October 17, 1983, Claimant was advised at 7:30 A.M. to report to work at 8:00 A.M. This fact is confirmed by Carrier's letter of January 10, 1984. In addition, on Monday, October 17, 1983, the Carrier sent a letter to the Claimant which stated that "effective at the close of shift on October 17, 1983, you are being displaced by Mr. Frank Rofstad, who is exercising his seniority." The Organization maintains that Claimant lost work due to Carrier violation of the Agreement.

It is the Carrier's position that the senior employee (Rofstad) notified Carrier late as to his intent and that the 7:30 A.M. call to Claimant in no way violated the Agreement. As for the October 17, 1983 letter to Claimant, the Carrier argues that it contained an error as stated in pertinent part:

"True, the Manager-Mechanical Department's October 17, 1983 letter referred to "close of shift" rather than "beginning of shift," as it should have stated, due to a clerical error."

The Carrier maintains that since the Claimant was offered a position to work on Monday, October 17, 1983, and declined said offer, the Carrier has no resultant liability.

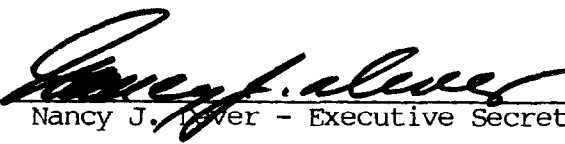
It is a determination of this Board after excluding all factual disputes upon which this Board cannot resolve, that the Carrier has violated the Agreement. Claimant was explicitly notified of his displacement effective at "close of shift." The letter received after October 17, 1983 is the documentation of record. As such, Claimant's loss of work on that date is to be compensated as he was improperly denied the right to work his shift. Claimant is to be paid at his straight time rate of pay as per Part 2 of the Claim, but interest is denied as lacking any Agreement support.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Power - Executive Secretary

Dated at Chicago, Illinois this 28th day of January 1987.