

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

KANSAS CITY TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated Rules of the Agreement of October 1, 1942, amended, between the parties when it failed to notify furloughed Mail and Baggage Handlers, James Calvin and Harry F. Schafer by letter or telegram to return to service to perform work available to them by right of seniority rank, and;

(b) As a result thereof, the said James Calvin was deprived of assignment to work and pay therefor on July 15 and 16, 1950, and;

(c) As a result thereof, the said Harry F. Schafer was deprived of assignment to work and pay therefor on July 15, 16, and 17, 1950, and;

(d) The said James Calvin and Harry F. Schafer be paid in reparation for time lost respectively, as stated in paragraphs (b) and (c) above, for eight hours each date at the applicable rate of pay for Mail and Baggage Handlers.

EMPLOYEES' STATEMENT OF FACTS: By bulletins dated July 11, 1950, the Carrier gave notification to employees in the Mail and Baggage Department of a force reduction to become effective on the several shifts on July 13, 1950, copy of the bulletin relevant to the employees affected by and otherwise referred to in this claim being attached as Employees' Exhibit 1.

Subsequently, because of a correction of the condition which caused the force reduction, the Carrier on July 15, 1950, notified employees by telephone to return to work, but failed to get notification by such method through to claimants Calvin and Schafer, because Calvin was out of the City when called by phone and Schafer did not have a telephone. The claimants were not notified in any other manner. Calvin reported for work July 17th and Schafer on July 18th, both having secured information the employees were being returned to service from sources other than the Carrier.

The force in the Mail and Baggage Department, while varying from day to day, will average around 500 employees. The force was reduced on July 13th to the extent of fifty men with the preponderance of the reduction falling to the 3:30 p.m. to 12:00 Midnight and the 5:00 p.m. to 1:30 a.m. shifts. James Calvin was on the 3:30 p.m. to Midnight shift; Harry F. Schafer was on the 5:00 p.m. to 1:30 a.m. shift. Both were reasonably new employees, having a seniority date in the later part of March 1950. Notwithstanding the lack of compliance on the part of the employees with their own rule, the Carrier exerted every effort to contact and return these men to service in seniority order. Forty-eight of the fifty furloughed employees were contacted. In the case of Calvin, no representation was made by the Organization that he would have returned to service prior to the time that he did, had any other method of notice been used. The same applies to Harry F. Schafer.

The dates claimed in the case of Calvin were for Saturday and Sunday and for Schafer, Saturday, Sunday and Monday. Had the Carrier used the United States Mail to notify these employees, not one would have received a notice prior to Monday, July 17th. The Carrier requests that your Honorable Board hold that the claims are without merit and the agreement was not violated.

All of the above has been handled either in conference or by correspondence with the Organization.

(Exhibits not reproduced.)

OPINION OF BOARD: Based upon all of the facts and circumstances in this particular dispute, the claim of Harry F. Schafer will be sustained for July 15, 16, and 17, 1950, and the claim of James Calvin for July 16 only, the latter being out of the city on July 15. The partisan members here are in agreement that this disposition shall be without precedent.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement.

AWARD

Claim sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 12th day of June, 1953.