

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Roscoe G. Hornbeck, Referee

---

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

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

(1) The Carrier violated the effective agreement when Section Laborer K. M. Griffin was required to suspend work on his section while his foreman was on vacation;

(2) Section Laborer K. M. Griffin be allowed the exact amount lost because of the violation referred to in Part (1) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** The Claimant, Mr. K. M. Griffin, was regularly assigned to the position of Section Laborer on the Bucklin, Missouri section, under the supervision of Section Foreman O. R. Morris.

During the period October 20 to 26, 1954, both dates inclusive, the Carrier required the claimant to suspend work on his section while Foreman Morris was on vacation.

On October 26, 1954 the Carrier advised the claimant not to report for work on his section on October 27, 1954 as he had been displaced by a senior section laborer. The claimant thus lost eight hours on October 20, 21, 22, 25 and 26, 1954.

This Agreement violation was protested and suitable claim filed in behalf of the claimant.

The claim was declined as well as all subsequent appeals.

The Agreement in effect between the two parties to this dispute dated September 1, 1949, together with supplements, amendments, and interpretations thereto are by reference made a part of this Statement of Facts.

**POSITION OF EMPLOYEES:** Rule 2(a) of the effective Agreement reads as follows:

**OPINION OF BOARD:** Claimant Mr. K. M. Griffin, a Section Laborer on the Bucklin, Missouri Section and regularly assigned to that Section, was notified on October 18, 1954, that because of reduction of force, he would be laid off effective October 20, 1954.

Claimant's Foreman was O. R. Morris, who was on vacation during the period involved in the Claim, October 20 to 26th, inclusive.

On the 27th of October 1954, Claimant was displaced by a Senior Section Laborer.

The Claim is that the layoff of Mr. Griffin was not in good faith based on reduction in force but to compensate, in part, for the expense to the Carrier incurred by the vacation to the Foreman.

As a part of the Submission the Organization stated that it was submitting other similar claims which are now Dockets MW-8532 and 8533, and requested that the Submissions in these Dockets be made a part, by reference, of the instant submission.

In Docket 8533 certain instructions from the Carrier are set out wherein laborers were to be laid off during the periods only while Foremen were on vacation. These instructions did not relate to Claimant and are not controlling, but are of interest here.

Award Number 9265

Docket Number MW-8475

There is no doubt of the apparent regularity of the layoff of Claimant, but upon the whole record, it is probable that the reason for the action taken is as contended by the Organization.

It is singular that the period during which Claimants layoff would have been effective had he not been displaced by a Senior laborer is the same as a part of the vacation of the Foreman. Then, too, it is not probable and there is no showing that there was a reduction in work from the 20th of October to the 26th and that it was relieved on the 27th, the date when another laborer was assigned to take the place of Claimant.

If the purpose of the Carrier was, as is asserted by the Claimant, it is a violation of the Agreement. See Awards 3005, Referee Carter and Interpretations of Vacation Agreement of December 17, 1941, by Wayne Morse, Referee, as to Articles 4(b), 10(c), pages 58, 59 and 60 thereof, which though not strictly in point, are helpful in rationale.

**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 Employee involved in this dispute are respectively Carrier and Employee 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 Agreement was violated.

AWARD

Claim allowed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of March, 1960.