

AWARD NO. 298  
Case No. TCU-41-E

*✓*  
PARTIES ) Erie-Lackawanna Railroad Company  
TO THE ) and  
DISPUTE ) Transportation-Communication Employees Union

QUESTIONS  
AT ISSUE:

1. Does Article IV, Section 1, apply with respect to employees who are forced to vacate their regularly assigned position by reason of force reduction and thus forced to displace on a lower rated position?
2. Does Article IV, Section 1, contemplate that Carrier shall promptly compensate employees due preservation of compensation under its terms and thereafter keep such preservation of compensation on a current basis?
3. If the answer to either or both of the above Questions at Issue is in the affirmative, shall Carrier be required to compensate Walter Olevsky, James Vecchione and J. J. Gildea all preservation (guarantee) of compensation due to each of them under the terms of Article IV, Section 1?

OPINION  
OF BOARD:

Each of the three Claimants in this case is a protected employee who was displaced and exercised seniority to obtain a position paying a lower rate than that at which he was protected.

According to the Organization, no position was available to any of them paying a rate at or above his rate on October 1, 1964. According to Carrier's submission, each failed to exercise seniority to a position which was available to him and which would produce the same or a higher rate.

The record does not support Carrier's position in two of the cases, Gildea and Olevsky, since the discussions on the property did not set forth any such information prior to the filing of the case with this Committee. However, with respect

AWARD NO. *298*  
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to Claimant Vecchione, Carrier did present information on the property showing that on November 18, 1966, he could have obtained a position paying a higher rate than that which he occupied, but he failed to bid on it.

Carrier compensated Claimant Vecchione from the time he was originally displaced and forced to take a lower-paying position. However, on November 18, 1966, he could have bid and obtained a position paying 8¢ per hour more than that which he occupied. Since he failed to do so, Carrier was justified in denying the claim.

AWARD

The Answer to Question Nos. 1 and 2 is Yes.

The Answer to Question No. 3 is that Carrier is required to compensate Claimants Olevsky and Gildea all preservation (guarantee) of compensation due to each of them under the terms of Article IV, Section 1. The claim of James Vecchione is denied.

*Milton Friedman*  
Milton Friedman  
Neutral Member

Dated: May 19, 1972  
Washington, D.C.

