

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
FIRST DIVISION

Award No. 24280
Docket No. 43917
93-1-93-1-C-4594

The First Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Locomotive Engineers
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(Chicago and North Western Transportation
(Company

STATEMENT OF CLAIM:

"Engineer R. R. Hermanson, Northeastern Seniority District No. 2, Chicago District, regularly assigned to the Proviso (Chicago) Engineers Extra Board, requests that he be compensated one basic day for each date improperly force assigned to Engineers' Extra Boards at Butler (Milwaukee) and Janesville, Wisconsin. Claimant was forced from Proviso to Janesville on May 23, 24 and 25, 1991 and from Proviso to Butler on May 27, 28, 29, 30, 31 and June 1st through 19, 24 and 29, 1991. Claims premised on National Mediation Case A-9724, Article IV B Revised, copy attached as Employees' Exhibit A."

FINDINGS:

The First 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 employe 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.

In this case, the Claimant was on the Proviso Engineers' Extra Board. He was forced to cover a vacancy on the Milwaukee Engineers' Extra Board. The issue is whether he was improperly forced to accept the Milwaukee assignment. National Mediation Case A-9724, Article IVB (revised) is controlling in this matter.

The Carrier contends that pursuant to National Mediation Case A-9724 it was proper to assign the Claimant from the nearest point of supply (i.e., the Proviso Engineers' Extra Board) to the Milwaukee Extra Board which is within the Claimant's consolidated seniority district. The Carrier contends that its position is supported by Article 11A, Sections 1 and 2 of the National Mediation Case No. A-9724.

The Board finds that the essential factual circumstances in this case were considered by Public Law Board No. 5089 when it rendered Award 4. That Board, in pertinent part, held:

"The need for additional engineers on the Milwaukee engineers was not advertised by bulletin as required by schedule rules and agreement. The Carrier's Crew Management Center arbitrarily assigned the Claimant to engineer's extra list at Milwaukee under the erroneous premise he was the junior engineer on the Chicago engineer's extra list. There is no provision to assign the junior engineer from one working district to an engineer's extra list in another working district within the Claimant's seniority district as BLE Rule 43 and 44, BLE Mediation Case 9724 as amended and BLE/UTU-E Memorandum Agreements dated December 10, 1975 are applicable. Had the Claimant been the junior engineer on the extra list at Chicago as contended in the Carrier's January 3, 1990 and February 1, 1990 letters, he should have been set back to protect must-fill firemen positions in passenger service as required by BLE Rule 53.

Finally, the Carrier did not comply with the bulletin procedure of the December 10, 1975 BLE and UTU-E Agreements and BLE Rules 43 and 44.

AWARD: Claim sustained."

Accordingly, the claim is sustained.

A W A R D

Claim sustained.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of First Division

Attest: Catherine Loughrin
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 20th day of December 1993.