

The Second Division consisted of the regular members and in addition Referee James C. McBrearty when award was rendered.

Parties to Dispute: (System Federation No. 2, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the controlling agreement, particularly Rule 23, when they held Carmen Terry W. Sloan, J. K. Leftridge and F. E. Trokey out of service for the purpose of permitting three apprentices to finish their time, Chester, Illinois.
2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate these employes as follows:
 - a) Carman Terry W. Sloan in the amount of eight hours (8') per day covering period February 21, 22, 23, 1975 and eight hours (8') per day covering period March 12, 1975, until returned to service:
 - b) Carman J. K. Leftridge in the amount of eight hours (8') per day covering period February 21st to March 9th, 1975;
 - c) Carman F. E. Trokey in the amount of eight hours (8') per day covering period beginning February 21, 1975, until returned to service.

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 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.

Claimants are Carmen Mechanics that were furloughed on February 19, 1975, at Carrier's DeSoto, Missouri freight car repair shop.

Upon being furloughed, Claimants immediately indicated a desire to exercise their seniority to transfer to Chester, Illinois.

Claimants argue that under Rule 23 they had the contractual right to transfer to Chester, and to displace two (2) upgraded apprentices working as Carmen inspectors, and a third employee, D. L. Black, whose situation was entirely different.

Rule 23, in relevant part, provides:

"While forces are reduced, if men are needed at any other point, such men as are laid off by reason of force reductions will be given preference to transfer with privilege of returning to home station when force is increased, such transfers to be made without expense to the Company. Seniority to govern all cases."
(Emphasis added)

Now, Rule 23, as written, does not insure that furloughed employees may contractually displace employees at another seniority point. Rule 23 merely provides that furloughed employees will be given "preference to transfer", provided, "men are needed at any other point."

There is no language in Rule 23 providing for the displacement of upgraded apprentices, nor for displacement of apprentices who have completed their on-the-job training, but have not completed the vocational training obtained through a correspondence school course. (See Second Division Award No. 6603).

Therefore, we must deny the claim.

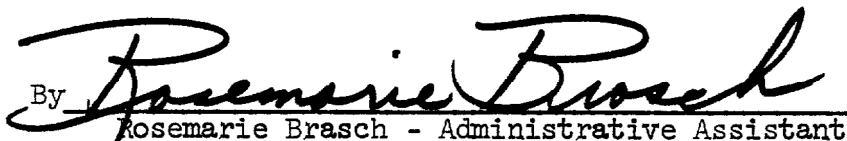
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of December, 1977.