

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: (System Federation No. 21, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
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(Southern Railway Company

Dispute: Claim of Employees:

1. That the Carrier violated the controlling Agreement when they denied furloughed Carmen W. E. Eubanks, T. E. Vinyard, S. P. Price and J. E. McAbee, Hayne Shop, Spartanburg the right to misplace promoted Student Mechanics at Wayne Yard, Spartanburg, S. C.
2. That accordingly, the Southern Railway Company be ordered to compensate the aforesaid employes for eight (8) hours pay per day, five days per week beginning January 27, 1975 to April 7, 1975 when they were recalled to service at Hayne Shop.

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.

As a result of a force reduction, Claimants were furloughed. They held seniority at Carrier's Hayne Shops at Spartanburg, S.C. Claimants thereafter attempted to displace promoted Student Mechanics at Hayne Yard, a separate seniority district. Carrier refused contending that Hayne Shops and Hayne Yard were two separate seniority districts and that Claimants' contractual rights are confined to the seniority district in which they are employed.

Claims were submitted alleging violation of the controlling Agreement and demanding payment from January 27, 1975 until Claimants were allowed to displace at Hayne Yard or until they were recalled to service at Hayne Shop. (Claimants were recalled to service at Hayne Shop on April 7, 1975.)

Carrier contends that Claimants hold "point" seniority, and as such have no right to displace other employes (including promoted Student Mechanics) at another "point".

The Organization takes the position that the controlling Agreement does not restrict the right to displace in another seniority district; that it has been the system wide practice for many years to allow furloughed Mechanics to go to other points and displace upgraded men; and that under the Agreement promoted Student Mechanics do not acquire seniority as Mechanics until they have completed their full training period.

With respect to the question of whether furloughed Mechanics can go to another "point" to displace Student Mechanics who have not acquired seniority as Mechanics, the Board finds that Rule 30 is ambiguous -- particularly when it is read in connection with Rule 172.

The Organization has presented sufficient unrefuted evidence of a practice on this property that furloughed Mechanics were allowed to go to other points and displace promoted Student Mechanics.

On the basis of the record herein, we shall sustain the claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of April, 1978.