

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

Parties to Dispute: (Brotherhood Railway Carmen of the
(United States and Canada, AFL-CIO
(
(The Seaboard Coast Line Railroad Company

Dispute: Claim of Employees:

1. That the Seaboard Coast Line Railroad Company violated the controlling agreement when Carman J. W. Holton was placed on the seniority roster at Atlanta, Georgia ahead of Carmen R. T. McEntyre and J. O. King.

2. That accordingly, the Seaboard Coast Line Railroad Company be ordered to remove Carman Holton's name from the seniority roster at Atlanta, Georgia and place on the roster correctly by deducting hours served on the Southern Railroad System.

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 employes 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.

This claim arises out of the establishment of a seniority date for Carman J. W. Holton, due to his having completed the required number of hours (8,320) of apprenticeship based upon 5,411 hours on this Carrier's property prior to being furloughed, 1,936 hours as a Carman apprentice with Southern Railway -- where his service commenced after such furlough -- and thereafter returning to this property at which time he successfully completed the remaining hours of apprenticeship establishing a seniority date of May 30, 1977. The Claim was filed on behalf of two other carmen who held their entire apprenticeship training and service on this property but completed such training after the Claimant herein completed his. Essentially, the Organization seeks to have the Claimant's name stricken from the seniority roster and returned only after he completes all of his apprenticeship training on this property.

The Carrier contends that the Organization can point to no provision of the Agreement which prohibits giving credit for apprenticeship on another railroad and, further, that it had the concurrence of the Local Chairman in this action. The Organization, contrawise, contends that the applicable rule (46) does not allow for credit to be given for time served on a foreign property.


In the first place, it is beyond the scope of authority of a Local Chairman to effect such accords as this -- regardless of their validity or lack thereof. His doing so did not give the stamp of approval; on the other hand, if the action was proper it was not required anyway. As to the propriety of such action, while the arguments raised by the Organization are sound and rational, the fact is that the relevant Rule does not restrict the counting of time served in apprenticeship elsewhere. It is anticipated that while such training may vary to some extent between Carriers, in pertinent part it is assumed that it is the same or similar in the main. Lacking a showing that such time served is excluded from credit, we find no basis to conclude the Carrier could not do so.

A W A R D

Claim Denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of March, 1984