

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13254
Docket No. 13243
98-2-97-2-12

The Second Division consisted of the regular members and in addition Referee Robert L. Hicks when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen, Division of
(Transportation Communications International Union
(CSX Transportation, Inc. (former Louisville &
(Nashville Railroad Company)

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

1. That the Louisville and Nashville Railroad Company, (now a part of CSX Transportation and hereinafter referred to as Carrier) violated the controlling Agreement rights of Nashville, TN Upgraded Carman Apprentice T. W. Meadows, (hereinafter referred to as Claimant) specifically but not limited to Rule 27, when Carrier denied Claimant's transfer request dated July 24, 1995 under said Rule, and hired a new carman apprentice on December 18, 1995.
2. Carrier should now be ordered to compensate Claimant for all pay that newly hired on December 18, 1995 Evansville, IN Carman Apprentice R. C. Stone receives that exceeds that of Claimant, plus any extra days that newly hired on December 18, 1995 Evansville, IN Carman Apprentice Stone works toward qualifying for vacation and additional hours toward the completion of his apprentice time beginning on December 18, 1995, continuing until Claimant is allowed his contractual rights to work at Evansville, IN.”

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

Claimant hired out as a Carman Apprentice at the Nashville Project Shop. This program is one of several such shops throughout Carrier's system where Carman, who are usually, but not always furloughed, may work with full benefits, but at a reduced rate of pay.

In July 1995, Claimant completed a recall slip as provided for in Rule 27 indicating his preference for Carman's work at several locations. His first choice was Evansville, Indiana.

In December 1995 the Carrier hired a Carman at Evansville, Indiana. This scenario forms the basis of this claim.

Rule 27 - TRANSFER OF LAID-OFF EMPLOYEES - reads as follows:

"27(a) While forces are reduced, if men are needed at other points, furloughed men will be given preference to transfer, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company, seniority to govern.

27(b) An employee laid off in force reduction desiring to secure employment under this rule shall notify his foreman in writing and furnish his craft General Chairman copy of the letter."

The Carrier argues that the above referenced Rule was inapplicable to the Claimant because forces were not reduced at the Nashville Project Shop at the time the vacancy occurred at Evansville, Indiana, and Claimant was not furloughed.

After reviewing both parties' Submissions and all on-property handling given this matter, the Board agrees with the position of the Carrier. Rule 27 was not violated, simply because Claimant was not on furlough due to a force reduction at the time the vacancy occurred at Evansville, Indiana. Nor is there any provision in the Project Shop Agreement which supersedes Rule 27.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 30th day of March 1998.