

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13394

Docket No. 13315

99-2-97-2-88

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

**(Brotherhood Railway Carmen, Division of
(Transportation Communications International Union**
PARTIES TO DISPUTE: (
(CSX Transportation, Inc. (former Chesapeake & Ohio
(Railway Company - Chesapeake District)

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. That the Chesapeake and Ohio Railroad Company (CSX Transportation, Inc., (hereinafter referred to as ‘carrier’) violated the controlling Shop Crafts Agreement specifically Rule 153, when the carrier placed and allowed Mr. S. Nodine on the boni fide (sic) carman’s seniority roster at Walbridge, Ohio, without him serving the required apprenticeship or having met the four years of practical experience criteria.**
- 2. Accordingly, the carrier be instructed to remove Mr. Nodine ID# 199660 from the boni fide (sic) carman’s seniority roster at Walbridge, Ohio, and place him accordingly on the tentative carman’s seniority roster at Walbridge, Ohio.”**

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.

The Carrier accepted the application of Claimant as a Carman after investigating his background and determining to its prerequisite satisfaction that Claimant had the training and the work expertise to be hired and assigned a date as a Carman as of the first day of his employment.

The Organization contends that the Claimant has not met the criteria found in Rule 153 of the Chessie Agreement in that Claimant did not have "four years practical experience at car work."

The Carrier argues that the four years was reduced to 732 days, or three years, and that Claimant had more than three years training and experience in car work.

The Organization counters the Carrier's arguments by contending that the Agreements relied upon by the Carrier are applicable only to the apprenticeship and upgrading program, and even though the apprenticeship program was shortened to 732 days, such Agreements do not in any way modify that portion of Rule 153, reading in pertinent part as follows:

"Any man . . . who has had four years practical experience at car work . . . shall constitute a Carman."

The Board, after reviewing the arguments and the applicable Agreements, finds that whether the Organization intended it to be done or not, that portion of Rule 153 requiring "four years practical experience at car work" was modified by Appendix 14, the Upgrading Agreement, particularly and specifically by the language found in Section 1 of Article II, which reads:

"In the event of not being able to employ mechanics with three years experience at the trade. . . ."

With the aforequoted agreed to language, the Carrier is not precluded from hiring as Carmen off the street individuals with "three years experience at the trade."

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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 12th day of April 1999.