

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (International Association of Machinists
(and Aerospace Workers
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(Western Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Carrier violated Rule 25 (c) of the current working Agreement when it improperly recalled junior Machinist L. T. Wright to work at Oroville Diesel Facility, Oroville, Calif., violating the seniority rights of senior Machinist J. W. Corbin (hereinafter referred to as Claimant).
2. That, accordingly, the Carrier be ordered to additionally compensate Claimant for eight (8) hours at pro rata rate of pay for February 27, 1975, March 2, 1975, March 6, 1975, March 9, 1975, March 19, 1975 through March 23, 1975 inclusive, March 27, 1975 through April 2, 1975 inclusive and April 5, 1975 a total of seventeen days.
3. That the Carrier be ordered to additionally compensate Claimant for eight (8) hours pro rata rate of pay for each of five (5) days that he was not given notice before reduction in work force when it violated Rule 25(d) of the controlling Agreement.

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 waived right of appearance at hearing thereon.

The Claimant, Machinist J. W. Corbin, was furloughed from his position at Oroville, California in February 1974. On March 4, 1974, the Claimant took a regular Machinist's position at Stockton, California, and held regular positions at Stockton from this date until December 17, 1975, when he was able to again obtain a regular position at Oroville. During the period

of time between 1974 and 1975 when the Claimant worked at Stockton, he commuted 100 miles each way to work from his home in Oroville.

The Organization contends that the Carrier violated Rule 25(c) and (d) and Rule 29 of the current working Agreement when it improperly recalled Junior Machinist Mr. L. T. Wright at Oroville to fill certain temporary vacancies and vacation vacancies. The Organization contends that the Agreement must be construed as a whole and that the Claimant should have had all options at Oroville that flow with his seniority at that point.

The Carrier contends that when the Claimant accepted the temporary transfer to Stockton pursuant to Rule 27, then his home point seniority could only be exercised to return to the home point when forces were increased as expressly provided for in that Rule.

The contention that Mr. L. T. Wright was fully employed as a Carman at Oroville was not handled on the property and is not properly before this Board.

Rule 27 states:

"Temporary Transfer of Furloughed Employees

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

We find that this rule specifically deals with the circumstances of the instant case. The Claimant was furloughed in February, 1974. A person was needed at Stockton, and the Claimant was offered and accepted a transfer to Stockton. The rule is clear and unambiguous that the Claimant retained the privilege to return to home station "when force is increased". There was no increase in forces during this period of time in question.

It is a well settled standard of contract interpretation that specific rules will prevail over general rules. Rule 27 was clearly and unambiguously written for the purpose of giving full employment to employees affected by reduction of forces. Rule 27, a special rule, did not grant employees the right to fill temporary vacancies at their home station while fully employed at the point of transfer. A reading of the Agreement as a whole, including Rule 25 in its entirety and Rule 29, does not lead to a conclusion that the Claimant had the contractual right to fill temporary vacancies at Oroville while simultaneously exercising his option for full employment under Rule 27 at Stockton. We therefore will deny this claim.

Form 1
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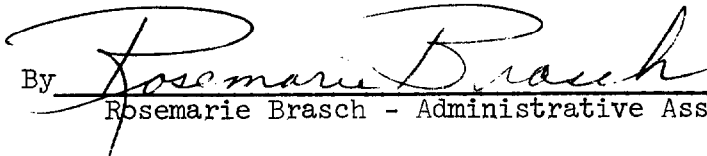
Award No. 7315
Docket No. 7158
2-WP-MA-'77

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 5th day of July, 1977.

