

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the provisions of the controlling Agreement and Memorandum of Agreement signed at Springfield, Missouri, the 8th day of July, 1977, effective July 1, 1977, when R. L. Hinkle was improperly demoted to apprentice status on November 2, 1977, and junior promoted apprentices were allowed to remain promoted.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate Carman Apprentice promoted R. L. Hinkle the difference between apprentice pay of \$6.26 per hour and carman welders rate of pay at \$7.66 per hour, which is \$1.40 per hour continuous until he was placed in line with his seniority; fifty nine (59) actual working days at \$1.40 per hour, dating from November 3, 1977 through January 24, 1978, or \$660.80 based on five days per week actually worked.

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.

This dispute concerns the demotion of R. J. Hinkle, the Claimant, from the position of Temporary Carman to Carmen Apprentice on November 2, 1977. Involved herein is the Memorandum of Agreement effective July 1, 1977 between the parties concerning Carmen Apprentices and Carmen Helpers.

Much of the discussion in Award No. 8606 is relevant here and is incorporated herein by reference.

Paragraph 6(e) of the July 1, 1977 Memorandum of Agreement reads as follows:

"6(e) A list of temporary carmen shall be prepared and maintained at each seniority point of those apprentices promoted to mechanics as set forth in paragraph (a) hereof. Such list of temporary carmen shall show the name of apprentices promoted in date order and the date promoted."

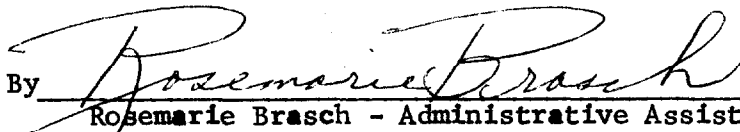
This Paragraph 6(e) clearly provides that reduction in force shall be governed by length of service as Temporary Carman rather than seniority as Carmen Apprentice. Since the grievant had the least service as Temporary Carman, he was properly reduced to Carmen Apprentice on November 3, 1977. For the Organization to argue that Carmen Apprentice seniority should be used for demotion purposes from Temporary Carmen is to ignore the specific and precise provisions of the overriding Memorandum of Agreement.

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 21st day of January, 1981.