

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Norfolk and Western Railway Company

Dispute: Claim of Employees:

1. That in violation of the current Agreement, furloughed Carman Willie B. Holliman was refused employment by the Carrier the Norfolk and Western Railway Company.

2. That accordingly the Norfolk and Western Railway Company be ordered to; a - offer employment to Claimant as a Laborer in the Decatur Locomotive Shop and compensate Claimant for all lost wages beginning January 6, 1983 and continuing until made whole. b - reimburse Claimant for all losses sustained, account, loss of coverage under Health and Welfare and Life Insurance Agreements during the time Claimant was unemployed.

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.

It is claimed that furloughed Claimant was refused employment. Apparently, on or about September 10, 1982, the Claimant contacted the Master Mechanic, Locomotive Shop, and expressed his desire to be hired in any capacity that he was qualified to work in the Locomotive Department. The Organization contends that thereafter, on January 6, 1983, the Carrier violated Rule 25 when it hired a furloughed Electrician as a Laborer at the Locomotive Shop.

The Carrier contends this Claim is procedurally defective because it was submitted to the General Foreman - Car instead of the General Foreman - Locomotive. Secondly, the Carrier believes the Organization is pursuing this Claim on behalf of Claimant for a position which is subject of another Controlling Agreement.

Rule 25 reads as follows:

"When reducing forces, if men are needed at any other point, they will be given preference to transfer with privilege of returning to home station when force is increased, such transfers to be made without expense to the company. Seniority to govern."

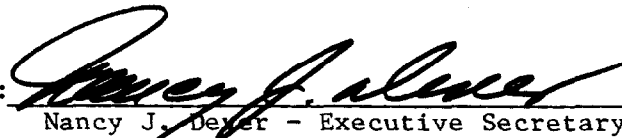
From the above quoted Rule, it is evident the parties' intent was to apply to Carmen and Carmen positions at other points in that Carmen have point seniority. Furthermore, reliance on the phrase "seniority to govern" is totally misplaced. The group of employees covered under Rule 25 are Carmen. That is the class, and any reference to transfer clearly means within the group or class. There is no Agreement language which indicates the parties intended Rule 25 to cover any circumstances beyond the covered Carmen employees.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 27th day of August 1986.