

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 12060
Docket No. 12008
91-2-90-2-156

The Second Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen/Division of TCU
(CSX Transportation, Inc.
(Chesapeake and Ohio Railroad Company

STATEMENT OF CLAIM:

1. That the service rights of Carman Janice E. Harris and Rule 27 1/2 of the Shop Crafts Agreement were violated account Harris was not permitted to participate in the relief work at Russell, Kentucky in accordance with the provisions of Rule 27 1/2 of the controlling Agreement.

2. Accordingly, Harris is entitled to be compensated eight (8) hours pay at the Carmen's rate for the date January 26, 1987 and for each date thereafter where a carmen craft employe with less seniority than Harris was assigned to work under the provisions of Rule 27 1/2 at Russell.

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.

After the Claimant was furloughed from Raceland Car Shops in November 1986, she applied for work at Russell, Kentucky, under Rule 27 1/2.

Subsequent to familiarization visits to the facility in January 1987, she was required to take a return-to-work physical in accordance with normal procedures. When the Carrier determined that she was medically qualified to perform the duties, it took three (3) telephone calls to contact her with that advice so that she could then officially file her request. Thereafter, the Carrier attempted to contact her for work on three (3) occasions, but was never able to reach her.

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A local Agreement provides that failure to reach an employee for work on three (3) consecutive occasions results in the employee being dropped from the list until he or she reapplies in writing. Thus, we find no Agreement violation in this case.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1991.