

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen/ Division of TCU
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(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the provisions of our current Agreement with the Southern Railway Company, the Company violated Rule 24, thereby depriving Carman Student D. L. Bernard of Employment.

2. That the Southern Railway Company be ordered to recall Carman Student D. L. Bernard, placed his name in the same position as before it was removed, pay him for all time lost since December 11, 1988, and restore his health, welfare and retirement benefits paid in full.

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.

Claimant was in a furloughed status as a Student Carman on December 15, 1988, when Carrier sent him a Certified Letter recalling him to service at Inman Yard, Atlanta. The letter was returned by the Postal Service with a notation "Moved, Not Forwardable." On the basis of Rule 24, which requires that laid off employees return to duty within ten days after being notified "in writing at their last known address," Carrier considered Claimant to have forfeited his seniority when he did not respond.

The Organization contends that Claimant had in fact notified Carrier of his change of address some six months earlier, accordingly, he should not have been removed from the roster and he is entitled to payment for all wages lost.

Carrier denies that it ever received notice of an address change from Claimant.

The evidence on this point does not support a conclusion that Claimant notified Carrier of his address change. While he has submitted a copy of a letter addressed to his Organization, dated March 10, 1988, indicating that he notified his Local Chairman of an address change, there is nothing to support a similar showing that he notified Carrier in the same manner at the same time. The burden is on Claimant to support his contentions. This has not been done, the letter to his Local Chairman does not indicate that a copy was sent to Carrier, nor has he offered into evidence a copy of the letter he allegedly sent Carrier. All that we have is an allegation that he notified Carrier at the same time he notified his Local Chairman. This is inadequate. Moreover, notice of address change to an employees' Organization does not relieve him of also notifying the Carrier of the change. It is Carrier that effects recalls under the Rule, not the Organization.

Rule 24, in these matters is self-executing. There are Awards, legion in number, which conclude that an employee who fails to return to duty after being sent notice to the last known address on file with Carrier is considered to have forfeited his seniority. We will not depart from these holdings here.

The Claim will be denied.

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 14th day of August 1991.