

The Second Division consisted of the regular members and in addition Referee Barry E. Simon when award was rendered.

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

STATEMENT OF CLAIM:

1. That the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (hereinafter "carrier") violated the provisions of Rule 27 of the Shop Crafts Agreement between Transportation Communications International Union - Carmen's Division and the Chesapeake & Ohio Railroad Company (CSX Transportation, Inc.) (revised June 1, 1969) and the service rights of Carman Clinton Evans (hereinafter "claimant") when beginning on July 7, 1986 through July 18, 1986 the carrier did not allow the claimant to work these dates when he was furloughed.

2. That, accordingly, the claimant is entitled to be compensated for ten (10) days, eight (8) hours each at the applicable T.V.R. rate for the carrier's violation of the aforementioned Agreement Rule.

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 employees 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.

For the period July 7 through 18, 1986, Carrier closed down much of the Raceland Car Shops for vacation. The Triple Valve Repair (TVR) Room, where air brake valves are repaired, continued to work, however. Employees who were not eligible for paid vacation, such as Claimant, were placed on furlough status during the shutdown. Two employees in the TVR Room also took vacation during this time, resulting in two positions which were filled by employees junior in seniority to Claimant. The Organization contends Claimant should have been allowed to fill one of these positions instead of being furloughed.

In arguing its position, the Organization chiefly relies upon Rule 27, which reads, in pertinent part, as follows:

"(a) When it becomes necessary to reduce expenses, the force at any point, or in any department or subdepartment thereof, shall be reduced, seniority to govern as follows:

- A. One seniority for machinists.
- B. One seniority for boilermakers.
- C. One seniority for blacksmiths.
- D. One seniority for sheet metal workers and pipefitters.
- E. One seniority for electricians.
- F. Four subdivisions of the carmen as follows:
 - (1) Patternmakers.
 - (2) Upholsterers.
 - (3) Painters.
 - (4) Other carmen.
- G. Helpers will hold their seniority in the respective departments or trades above listed."

The Carrier, on the other hand, relies upon Rule 60-1/2, which reads, in pertinent part, as follows:

"(a) The exercising of seniority to displace junior employes, which practice is usually termed 'rolling' or 'bumping', will not be permitted, except that when forces are adjusted or reduced, the men on positions abolished shall have the privilege of displacing any man of his craft junior to him on any shift, provided the man exercising his seniority is qualified, by making written application to official in charge, with copy being given to local chairman, within 24 hours from notice of such abolition of position. Employes thus displaced will have the privilege of exercising seniority in the same manner." (Emphasis added)

The circumstances herein are similar to those addressed in Second Division Award 12182. The Carrier has the right under Rule 27 to furlough employees in one department while not furloughing employees in another department. Under Rule 60-1/2, a senior furloughed employee would have the right to displace an employee with less seniority, provided the employee exercising seniority is qualified for the job. As we held in the case cited above, the burden is on the Organization to demonstrate Claimant was qualified for the position in question.

The only indication in the record that Claimant might possess the requisite qualifications is the assertion his apprenticeship training included work in the TVR Room. This is insufficient to allow this Board to overrule Carrier's determination Claimant was not qualified.


As we find no violation of the Agreement, the claim must 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 6th day of November 1991.