

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 12909
Docket No. 12774
95-2-93-2-138

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

PARTIES TO DISPUTE: (International Brotherhood of Fireman
(and Oilers
(
(Chicago and Northwestern Transportation
(Company

STATEMENT OF CLAIM:

"Mr. R. Mostek, Laborer, Green Bay, Wisconsin, transferred to Escanaba as a result of the aforementioned transfer of work. This occurred on January 12, 1987 (see enclosed bulletin). Mr. Mostek continued working at Escanaba until his job was abolished on July 28, 1989 (copy enclosed). Due to point seniority (Rule 23 of the current Agreement), Mr. Mostek could not exercise his seniority to obtain another position. The abolishment of his position was a result of the Carrier's Transfer of work from Escanaba to Proviso, Illinois.

Because Mr. Mostek was deprived of employment as a result of this transfer of work, please consider this as a claim, in his behalf, for all the protective benefits of the September 25, 1964 Agreement, specifically Article 1, Section 6, effective July 28, 1989 and continuing thru January 12, 1992."

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 employee 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 case was originally docketed with SBA 570. However, in accordance with the June 1, 1993 Letter of Understanding between the Organization and the National Railway Labor Conference the case was withdrawn from SBA 570 and was submitted to this Board.

As a result of the transfer of work from Green Bay, Wisconsin, to Escanaba, Michigan, Claimant transferred to Escanaba on January 12, 1987. He was afforded the benefits of the September 25, 1964 Agreement.

On April 24, 1989 the Carrier notified the Organization that it intended to transfer locomotive work from Escanaba to Proviso, Illinois. On February 8, 1990, an agreement was reached with the Organization to establish two Laborer positions at Proviso. The employees at Escanaba were given the opportunity to transfer to Proviso. On July 28, 1989 Claimant's position at Escanaba was abolished and he was furloughed.

This claim was filed for benefits of Article 1, Section 6 of the September 25, 1964 as a result of the Claimant's transfer from Green Bay to Escanaba. A separate claim was filed for similar benefits as a result of the transfer of work from Escanaba to Proviso. That claim is not before this Board.

It is clear from the record, and both parties agree, that the July 28, 1989 furlough was a result of the transfer of work from Escanaba to Proviso. The record is void of any evidence that the Claimant was drawing any benefits from the initial transfer of work from Green Bay to Escanaba.

We find no causal nexus between the Claimant's furlough in July 1989 and the transfer of work from Green Bay to Escanaba. Therefore, the benefits of Article I of the September 25, 1965 Agreement do not apply as a result of the first transfer of work. The Agreement was not violated.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 16th day of August 1995.