

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33345
Docket No. MS-34593
99-3-98-3-184

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

(Dennis J. Losinski and Gerald E. Hunt

PARTIES TO DISPUTE: (

(Grand Trunk Western Railroad Incorporated

STATEMENT OF CLAIM:

“On July 31, 1997, we received our letters from the CN-GTW to be forced transferred to Troy, Michigan or to Chicago, Illinois. We accepted the transfer to Troy (see attached letters “A”) we were to report to Troy, Michigan on August 25, 1997. We both sent letters to the CN-GTW accepting the transfer to Troy, Michigan (see attached letters “B”). The CN-GTW accepted our request for the transfer to Troy, Michigan. CN-GTW letter of August 20, 1997, (see attached letters “C”) stated that we were not to report on August 25, 1997, instead the reporting date was postponed until September 8, 1997.

We received letters from the CN-GTW dated September 11, 1997, (See attached letters “D”) that the transfer to Troy was eliminated and we were to report to Chicago, Illinois on October 26, 1997. The CN-GTW violated the Mediation Agreement, case No. A-7128 dated February 7, 1965, section 2 of Article 3 (see attached Agreement).

We would like to know why we were not allowed to work in Troy after the CN-GTW accepted our letters then forced us to Chicago, Illinois without proper notice in accordance with the February 7, 1965 agreement.

Please look into this matter and see if you could get us back to Troy, Michigan as the original letter of July 29, 1997.”

FINDINGS:

The Third 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 were given due notice of hearing thereon.

Claimants were at all material times herein furloughed Clerks at Port, Huron, Michigan. After receiving notice of a force transfer to either Chicago, Illinois, or Troy, Michigan, Claimants notified the Carrier that they would accept transfer to Troy, Michigan, and a reporting date for that transfer was established on August 25, 1997. Subsequently, on August 20, 1997, the Carrier notified the Claimants that the reporting date for the Troy, Michigan, assignment would be September 8, 1997. On that date the Claimants reported to Troy only to learn in a meeting with a Labor Relations Officer that they were to be transferred to Chicago, Illinois, because an adequate number of employees would be transferring to Troy from another seniority district. Claimants subsequently transferred to Chicago, Illinois.

Neither Claimant filed a grievance or written claim with the Carrier contesting the transfer. As a result, there was no claims conference on the property.

The Carrier contends that the claim must be dismissed because no claims conference was held on the property as required. In the alternative, the Carrier argues that there is no merit to the claim because the Carrier has the authority to rescind the transfer notice when the employees who displaced the Claimants from the Troy, Michigan, assignment did so pursuant to an Implementing Agreement that allowed them to follow their work to that location.

We agree with the Carrier on both counts. Although it is true, as the Claimants argue, that they met with a Carrier representative with regard to the rescinded transfer,

it is clear from the record that the meeting was nothing more than an informal effort to obtain information from the Carrier regarding the matter. This conclusion is further buttressed by the fact that subsequent to the meeting, the Claimants did not file a claim, which would have then required that a claims conference be held.

Alternatively, we find that the claim must also be denied on the merits. In essence the Claimants complain about the Carrier's rescission of the transfer to Troy, Michigan, necessitating the transfer to Chicago, Illinois. However, they cite no authority or contractual obligation that prohibits the Carrier from doing so and we are unable to find any. Indeed, the Agreement between the parties provided that the employees who had the first right to transfer to Troy would be those whose work was transferred and continued to be performed. Because more employees chose to follow their work than first expected, the Carrier properly rescinded its initial offer to the Claimants requiring their transfer to Chicago, Illinois.

There can be little doubt that the entire chain of events altered the Claimants' working and personal lives. Despite that fact however, their claim over the chain of events does not require that their requested remedy be allowed.

AWARD

Claim denied.

ORDER

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

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of June 1999.