Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD THIRD DIVISION

Award No. 29339
Docket No. SG-29782
92-3-91-3-110

The Third Division consisted of the regular members and in addition Referee Hugh G. Duffy when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (formerly Seaboard Coast Line Railroad Company)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT, Inc. (Former SCL):

Claim on behalf of T.S. Fleet, for payment of two (2) weeks vacation for 1990, account of Carrier violated the current Signalmen's Agreement, as amended, particularly The National Vacation Agreement, when it refused to pay him for a three week vacation for the year 1990." Carrier File No. 15-(90-24). BRS Case No. 8220-CSXT.SCL.

FINDINGS:

The Third 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 employed in 1976 as a Track Laborer with the former Baltimore & Ohio Railroad Company ("B&O"), and worked under the B&O's Agreement with the Brotherhood of Maintenance of Way Employes ("BMWE") until he was furloughed in 1987.

In July 1989, Claimant was hired by the Carrier (former Seaboard Coast Line Railroad) ("SCL") as an Assistant Signalman at the beginning step rate under its Agreement between the former SCL and the Brotherhood of Railroad Signalmen ("BRS").

This claim must be viewed in the context of a series of mergers which began in 1980, when the former B&O, the former SCL and several other former carriers were merged into what is now the present Carrier, CSX Transportation, Inc. While these former carriers now are one organizational entity, their pre-existing Agreements with BMWE and BRS remained in place after the mergers.

In the instant claim, the Organization contends that the Claimant was "called back from furlough" by the Carrier in 1989, and that Claimant is entitled to payment for a three-week vacation for the year 1990. It contends that his prior service under the Agreement between the former B&O and BMWE, when added to his service under the current Agreement between the parties, gives him a total of ten years of continuous service for vacation qualification purposes.

In support of its position, the Organization cites the fact that it and BMWE, and both former carriers, were signatory to the Non-operating National Vacation Agreement, and that such provides that service rendered under agreements between a carrier and one or more of the Non-Operating Organizations shall be counted in computing years of continuous service for vacation qualifying purposes.

The Organization also alleges that an employee with the Carrier's Human Resources Department gave Claimant assurances that his prior service under the B&O/BMWE Agreement would count as qualifying time for vacation purposes under the SCL/BRS Agreement.

The Board finds that Claimant was in fact a "new hire" under the SCL/BRS Agreement, and that, under well-established precedents of the Board, Agreement Rules cannot be carried from one Craft to another Craft, or from one Carrier to another Carrier. His prior service under the separate and distinct B&O/BMWE Agreement thus does not count for vacation purposes under the SCL/BRS Agreement.

As was well-stated in Award 2 of Public Law Board No. 4014 in a case involving a similar claim:

> "Absent some showing of an Implementing Agreement in which the parties specifically addressed and resolved the question of prior credit for purposes of vacation eligibility, this Board cannot grant equitable relief by writing such a Rule."

As to the Organization's contention concerning the Non-operating National Vacation Agreement, the Board finds this argument unpersuasive and notes the specific limiting language in the Preamble to the original Agreement, dated December 12, 1941:

> "This Agreement...is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employees...."

Finally, assuming that an employee of the Carrier gave the Claimant erroneous advice, which the Carrier denies, the Board's jurisdiction is limited to the terms of the Agreement it has before it, and it is not empowered to grant equitable relief to the Claimant. The claim must therefore be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 25th day of August 1992.