

NATIONAL RAILROAD ADJUSTMENT BOARD  
FIRST DIVISIONAward No. 24386  
Docket No. 43984  
94-1-92-1-B-1972

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

PARTIES TO DISPUTE: (United Transportation Union  
(  
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

"Should Illinois-Wisconsin Seniority District (East Ottumwa) Trainman S.R. Williamson be immediately recalled to service and paid for all time lost due to the Carrier's refusal to properly recall him to service in seniority as mandated by schedule agreement?"

FINDINGS:

The First 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.

The Claimant was employed as a train service employee on the Carrier's Illinois-Wisconsin Seniority District. He was furloughed in October 1981. Subsequently, he moved to Tulsa, Oklahoma. Claimant advised the Carrier of his new address. On February 10, 1989, the Claimant was sent a certified letter recalling him to service. This letter was returned to the Carrier as undeliverable as Claimant had moved and the Post Office had no forwarding address on file. The Claimant was removed from the seniority roster in accordance with Section 3(b) of the March 21, 1986 Agreement which modified Rule 80 of the Schedule Agreement. In January 1992, the Organization filed this claim asking that Claimant be recalled to service.

The Organization argues the Claimant made a second move and that he informed a railroad clerk of this change of address, Carrier denies knowledge of this second move. Rule 80 of the Schedule of Rules reads as follow:

"Rule 80  
REDUCTION OF FORCE

Trainmen laid off account reduction in force desiring to retain their established seniority rights will file their name and address in writing at the time laid off, and any change of address, with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged).

Failure to file address in writing at the time laid off, or furnished changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail, or telegram sent to the address last given) or failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. If a trainman laid off in reduction of force complies with the above provisions and the Operating Rules relating to personal conduct his seniority will be cumulative during the period of his absence."

Paragraph 1 of the March 21, 1986 Agreement reads as follows:

"Trainmen or yardmen hired prior to June 13, 1975, are obligated to protect all work within their pre-existing seniority district. Failure to protect available service within the pre-existing seniority district will constitute unauthorized absence, subject to disciplinary action. These employees will not be required to exercise their seniority at points outside of their pre-existing seniority district. However, when laid off in force reduction on their pre-existing seniority district, they may displace anyone their junior (subject to prior rights allocations) within their consolidated seniority district.

I f t h e y d e s i r e t o b e recalled in the subdistrict at which they were laid off (or any other subdistrict within their consolidated seniority district), they must make their intentions known in writing at the time laid off by filing their name and address, and later any subsequent address change, with the superintendent or designated employing officer and the local chairman (receipt of which will be acknowledged). Failure to so file, will relieve Carrier of any responsibility to recall the trainmen or yardmen when work becomes available at the point where laid off."

The Board notes that furloughed employees under both Agreements must notify the superintendent as well as the Local Chairman of a change in address. In the handling of this claim the Organization had failed to produce its copy of the claimant's second alleged notification, nor has it produced a copy of a receipt that indicates the Carrier received the notification. The Organization also had no objection to the Claimant being removed from the Seniority Roster in 1989.

The Carrier attempted to recall the Claimant at the last address it had on file. When he failed to respond, his name was properly removed from the roster. The Agreement was not violated.

AWARD

Claim denied.

O R D E R

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 First Division

Dated at Chicago, Illinois, this 10th day of October 1994.