

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

(Brotherhood Railway Carmen of the United States
(and Canada

Parties to Dispute: (

(Chicago and North Western Transportation Company

Dispute: Claim of Employees:

1. H. Schaefer was wrongfully given a Carman's seniority date of March 1, 1974, on seniority roster at Proviso, Illinois dated July 1, 1984.

2. That the Chicago and North Western Transportation Company be ordered to remove H. Schaefer's name from the seniority roster as a qualified Carman, and place him on the Helper's seniority roster, where he rightfully belongs.

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees 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.

The Claimant was, prior to 1973, a Carman's Helper at the Carrier's Proviso facility. During 1973 he was promoted to Mechanic-in-Charge at the Carrier's 40th Street facility. At that time he was removed from the Proviso seniority list and placed on the Carman's list at the 40th Street facility. These are separate seniority districts. During July of 1984, the Claimant was placed back on the Proviso seniority list and given a seniority date of March 1, 1974.

The Organization contends the Claimant should not have accumulated seniority towards Journeyman's status while a Supervisor. The Organization claims a violation of Rule 145 as amended by Rules 19 and 57.

The Carrier argues the Claimant was properly credited with service towards the 1,040 days necessary to qualify as a Journeyman Carman, based on a letter dated February 22, 1973, by the then General Chairman, and is covered by Rule 145 of the July 1, 1921 Agreement. The Carrier notes that Rule 145 does not distinguish the type of experience necessary in order to be promoted to a Journeyman's status. The Carrier notes that Rule 19 and 57 became effective July 1, 1984, and would not govern a seniority in effect in 1973 and further claims neither Rule addresses the matter in dispute here.

Upon complete review of the evidence, the Board finds that the Claimant was properly credited with service necessary in order to meet the Journeyman requirements under the Agreement. We quote from the General Chairman's letter of February 22, 1973:

"3. While working as a mechanic-in-charge, he is still given credit for the days he works towards completing the 1,040 days;."

Further, Rule 145 provides for mutual understanding between the Carrier and a duly authorized committee, which is evidenced by the letter from the General Chairman referred to above. With respect to the proper seniority, the Claimant appeared on the 40th Street seniority roster for a number of years without protest either from the Organization or the Claimant; therefore, the Board finds that, as of 1980 when the Claimant's job was abolished at the 40th Street facility, the Claimant was entitled to whatever his date was at that time on the 40th Street roster. The record does not contain any information as to what happened during 1980, and the Board finds that whatever moves took place subsequent to that job (mechanic-in-charge) abolishment should have been done in keeping with the Claimant's seniority date and position on the 40th Street roster as of 1980 and the Agreement. The Claim will be denied on this basis.

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 10th day of December 1986.