

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

(Brotherhood Railway Carmen of the United States
(and Canada
Parties to Dispute: (
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated the agreement revised September 1, 1981, Rule 22(a), 24(a), 117 and 137, when they deprived Carman I. D. Cleveland from working a job at Chester, Illinois whose seniority was greater than those employees used by the carrier.

2. That the Missouri Pacific Railroad Company be ordered to compensate Carman I. D. Cleveland for continuing pay starting July 27, 1983 and all benefits, forty (40) hours per week as long as the younger Carmen are used at Chester, Illinois.

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 employees 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 significant events leading to this Claim arose on July 11, 1983. On that date, Carman R. W. Sultzer, who had filed a transfer form pursuant to Rule 22, was assigned to a temporary vacancy at Chester, Illinois. The vacancy occurred because the incumbent had marked off for medical reasons.

On July 21, 1983, two new positions were bulletined at Chester and the position then occupied by Sultzer was rebulletined and the shift and work days were changed. Sultzer rode the bulletin and stayed in the position.

The Claimant, who is senior to Carman Sultzer, was furloughed at Dupo, Illinois and had properly filed a Rule 22 transfer form. The evidence shows that the Claimant was called and accepted a vacancy at Jefferson City, Missouri, and began work there on July 10, 1983, one day prior to Carman Sultzer's first work day at Chester. The Jefferson City job ended and the Claimant made a request to displace Carman Sultzer at Chester. However, by that time, Carman Sultzer had been in the Chester position at least fifteen (15) days and thus, pursuant to the Rules, had established seniority at that point, i.e. his home point, and therefore, he was not subject to displacement by the Claimant.

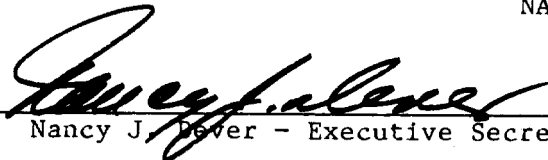
In summary, it was not refuted on the property that the Carrier had properly construed Rule 22. Under that Rule, an employee accepting work at an outlying point established seniority at that location 15 calendar days after he reports to the point. This, essentially, is what occurred in this case and, therefore, the Claim is denied.

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 2nd day of September 1987.