

The Second Division consisted of the regular members and in addition Referee M. D. Lyden when award was rendered.

Parties to Dispute: ( Brotherhood Railway Carmen of the United  
States and Canada  
(  
( St. Louis-San Francisco Railway Company

Dispute: Claim of Employees:

1. That the St. Louis-San Francisco Railway Company violated the provisions of the current controlling agreement when it improperly removed a senior Carman from his position and assigned a junior employee to said position on March 26, 1978.
2. That accordingly the St. Louis-San Francisco Railway Company be ordered to compensate Carman Rex Friend at the time and one half rate of pay for each Tuesday and Wednesday he has not been allowed to work job symbol #1024 and at the straight time rate for every Thursday and Friday since he was forced to bid to a less desirable position.

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 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 waived right of appearance at hearing thereon.

Rex Friend, the claimant, is a journeyman carman regularly employed at Springfield, Missouri, seniority date June 24, 1965. On March 21, 1978 the claimant displaced a junior carman, Larry Cloyd, from his job position No. 1024, assigned 4:00 p.m. to 12:00 Midnight, Kansas Avenue Train Yard, rest days Tuesday and Wednesday.

At the request of Claimant, the Train Yard Foreman permitted him to work on the industry truck on March 23 and 25, 1978. Mr. Friend was unable to write a proper repair card and he did not fulfill the expectation of his supervisor. He was assigned other duties within his classification and within the prescribed duties of position No. 1024. The claimant exercised his seniority on March 27, 1978 to position No. 3000 assigned 8:00 a.m. to 4:00 p.m., Kansas Avenue Train Yards and Rip Track, rest days Thursday and Friday.

Rule 17 concerns the filling of vacancies. The claimant did not fill a vacancy on symbol No. 1024, instead he acquired that position through displacement rights as set forth in Rule 50. Rule 30 contains provisions regarding seniority, and there was no question regarding Mr. Friend exercising his seniority rights. To the contrary, the claimant was afforded his seniority rights both to the extent of displacing onto symbol No. 1024 and to the extent of exercising his seniority through the bidding process to job symbol No. 3000. Clearly he was assigned to the No. 1024 position, after he exercised seniority through the displacement process, and he was not disqualified from that position. Neither was he required to bid to position No. 3000 or any other position, as he could have remained on job No. 1024 with all rights intact.

On March 27, 1978, Mr. Friend bid on Bulletin No. 49. He was the successful applicant on this bulletin and was assigned to Job Symbol No. 3000. Each of the above moves made by Mr. Friend between March 21, 1978 and March 29, 1978 are voluntary moves made by the claimant. Mr. Friend was not disqualified from Position No. 1024. Insofar as the Carrier was concerned, he could be occupying this position today, if his seniority permitted him to do so.

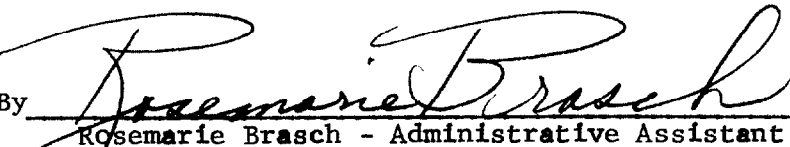
In summation, Mr. Friend was not disqualified for Symbol No. 1024; he bid for this position to Symbol No. 3000 of his own volition. Therefore, the claim of the employee is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of October, 1980.