

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

(Brotherhood Railway Carmen of the United States  
( and Canada

PARTIES TO DISPUTE: (

(Chicago and North Western Transportation Company

STATEMENT OF CLAIM:

1. The Chicago and North Western Transportation Company violated the controlling agreement, specifically Rules 14, 15, 18, 19, 57 and 58 on March 1, 1986, when they authorized Mechanic-in-Charge L. J. Weiland's name to be listed on the Mason City, Iowa Carmen's seniority roster with a seniority date of March 8, 1986.

2. That the Chicago and North Western Transportation Company be ordered to delete Mechanic-in-Charge L. J. Weiland's name and rank from the Mason City seniority roster as a carman mechanic, and rank as a carman helper be reinstated to the Mason City, Iowa helpers' seniority roster with a rank of #1 with a seniority date of August 5, 1974."

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 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.

The essential facts are not disputed. The MIC accumulated 337 days as an upgraded Carman Helper toward his Journeyman's status. He did so under the prior Agreement. After the new Agreement of July 1, 1984, he took the position of Mechanic-in-Charge (MIC). As an MIC, he was credited by Carrier with the additional 395 days necessary to qualify as a Journeyman Carman under Rule 57. It is the additional days credited for work as an MIC that is herein disputed.

The Board has carefully reviewed the arguments of both parties and the facts and circumstances herein. This case must be decided on the Rules and language of the July 1, 1984 Agreement. The former General Chairman's letter is superseded by that Agreement. Rule 57 specifically requires that a requisite to Journeyman status is "732 days of practical experience at carmen's work."

Second Division Award 7498 cited by the Organization is not applicable. It refers to the position of supervisor and not MIC, which by Agreement does mechanics work, including that of a carman.

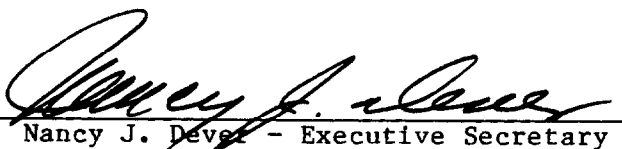
Nowhere in the Agreement does this Board find direct exclusionary language to support the Organization's position. The April 16, 1984 Memorandum includes "other employees of the carmen craft not journeyman" which as umbrella language encompasses the instant case in consideration of journeyman's status.

The Board finds no probative evidence to substantiate Organization's position (which was denied by Carrier) that the MIC did not have practical experience at carmen's work. There is no language excluding an MIC from accumulating those work days toward journeyman status. There is no evidence of record that an MIC is in the supervisory position equivalent to foreman. Carrier states that he "performed carmen's work" and the record does not show otherwise. The Organization has not met its burden of proof and consequently, the instant claim must fail.

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 15th day of June 1988.