

The Second Division consisted of the regular members and in addition Referee Edward L. Suntrup when award was rendered.

PARTIES TO DISPUTE: (Jerry W. Jackola  
(  
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

In 1985 I was sent to Tacoma from Seattle to fill position TA105. Later that year I was moved, November 11, 1985, into position TA108 and worked in this position until November 22, 1985, at which time I was told that another carman would hold this position as of November 25, 1985. My last day in this position (TA108) was November 24, 1985. I filled a needed position in Tacoma for more than ten days. Despite the Agreement dated April 12, 1982, of which I was never advised, the carman who transferred back from Hinkle on November 25, 1985, did not exercise any seniority rights for prior positions that I had filled, for more than ten days, and therefore, I had seniority rights in Tacoma for position TA108, according to Rule 29, paragraph 3.

I believe I was wrongfully denied position TA108 at Tacoma on November 25, 1985 and will ask this Board to find that I was entitled to that position on that date.

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 were given due notice of hearing thereon.

On December 30, 1985, a Claim was filed on grounds that the Carrier improperly denied the Claimant assignment to the Travelling Car Inspector position TA 108 at Tacoma, Washington. The Carrier denied the Claim because it held that the employee selected for the position had rights to it under an Agreement signed by the Carrier and the Organization on April 12, 1982.

Rules and Agreement provisions applicable to this dispute include the following:

Rule 20:

"Employees transferred from one point to another with a view of accepting a permanent transfer, will after thirty days lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point."

Section 2 of the April 12, 1982 agreement:

"The seniority date for an employee who accepts employment offered under the provisions of Section 1 hereof, shall be transferred from Tacoma and dovetailed with the seniority dates held by employees on the appropriate seniority roster at Hinkle based on the seniority date held by the employee at Tacoma and his name will be removed from seniority roster at Tacoma...."

The relevant portion of the April 12, 1982 addendum:

"While Section 2 of the Agreement signed this date provides for the transfer of an employee's seniority date from Tacoma and the dovetailing of such date on the seniority roster at Hinkle, it is understood and agreed that each of the employees furloughed at Tacoma, whose names have been dovetailed into the Hinkle seniority roster, will be considered as having submitted a Rule 20 transfer application from Hinkle back to Tacoma, and such Rule 20 applications will be given consideration for any positions or vacancies that may arise at Tacoma which are not filled by the recall of junior furloughed employees, based upon the relative seniority standing they held on the Tacoma seniority roster effective with the reduction in force April 18, 1982."

The Claimant worked out of Tacoma from February 4, 1985, where he was filling the position of a Carman suspended from service, until he was furloughed from this position on September 4, 1985. He was recalled to a different position on October 8, 1985. On November 6, 1985, Travelling Car Inspector position TA 108 was bulletined. After bidding on this position the Claimant began working it on November 11, and continued doing so until November 24, 1985. Bidding for the position closed on November 12, 1985. On November 24, 1985, the position was assigned to another employee who was part of a group which had been working in Tacoma and had been reassigned to Hinkle, Oregon, following a reduction in force at Tacoma on April 18, 1982. That reassignment was done under the provisions of the Agreement signed April 12, 1982, between the Carrier and the Organization.

The Claimant alleges that the other employee was improperly awarded position TA 108. He argues that under Section 2 of the April 12, 1982 Agreement that employee had forfeited his seniority rights in Tacoma when he accepted transfer to Hinkle.

After study of the Record, the Board concludes that the Carrier was correct when it assigned the other employee to position TA 108. The Addendum to the April 12, 1982 Agreement establishes the right of an employee covered thereby to transfer back to Tacoma under a Section 20 transfer request. The Addendum allows for a Carman who was part of the Hinkle transfer group to automatically be considered for vacancies occurring in Tacoma. The Addendum further establishes that those individuals seeking to transfer back from Hinkle to Tacoma retain the seniority date they had at Tacoma as of April 12, 1982. Allegations by the Claimant that his seniority rights supercedes those of the other employee are incorrect.

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 7th day of December 1988.