

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

**Award No. 13666
Docket No. 12830
02-2-93-2-209**

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

(Sam Loyd

PARTIES TO DISPUTE: (

(Gateway Western Railway

STATEMENT OF CLAIM:

- “1. Carrier flagrantly violated the Agreement at E. St. Louis, Il. on dates of May 30, 1991, and continually thereafter when it failed and/or refused to permit bid on position #106 and by senior employee Mr. Sam Loyd, instead awarding said positions to junior employee H. Johnson.**
- 2. Carrier further flagrantly violated the Agreement at E. St. Louis, IL. On dates of November 14, 1991, and continually thereafter when it failed and/or refused to call back senior carman S. E. Loyd to fill vacancy of Vacation Relief, instead awarding position to junior carman W. Small.**
- 3. Carrier flagrantly violated the Agreement, Memorandum of Agreement and “Sadie Hawkins Day” on dates on November 23, 1991 and thereafter when it failed and/or refused to call back senior carman S. Loyd to additional carmen’s position at E. St. Louis, IL., instead calling back junior employee W. Brand.**
- 4. Carrier violated the Railway Labor Act, and in specific, Sections 155, 156 and 157, Chapter 8, U.S. Code Title 45.**
- 5. Carrier practiced biasness, harassment of Mr. Loyd, and double standards through Carrier’s actions in initiation and interpretation of “Sadie Hawkins Day” and application thereof.**

6. Carrier further possibly violated ICC Rules and Regulations through Agreements with Santa Fe and CSX railroads, i.e. complaint filed September 6, 1991 (Finance Docket No. 31891) - Brotherhood of Locomotive Engineers and International Association of Machinists & Aerospace Workers v. Atchison, Topeka & Santa Fe Railway Company and Gateway Western Railway.
7. Carrier's continued violations of Controlling Agreement, Memorandum of Agreement, The Railway Labor Act, and ICC Rules and Regulations are interpreted as Carrier's intent to destroy Carmen's seniority and grievance rights.
8. (a) Carrier shall now allow senior bid on position #106 by carman S. Loyd; (b) Carrier shall now allow senior carman S. Loyd call back on preferred hire list, retroactive, in accordance with seniority.
9. Carrier shall now allow Mr. Loyd sixty (60) days pay retroactive and continual, all overtime, Holidays, bonuses, personal days, health incentive days, vacation pay, accumulated time towards future vacation, all seniority rights, and all other rights, monies and benefits Mr. Loyd would have been entitled to had he not been wrongfully denied his senior bid-in and preferred hire-in rights
10. Carrier shall now post proper carmen's seniority roster as seniority allowed under previous owner Illinois Central Gulf railroad before line sale to Chicago, Missouri and Western Railway (which filed bankruptcy and separated CM&W into SPCSL and GWWR). Or, one which is not protested by Lodge 6566 members."

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 were given due notice of hearing thereon.

A full review of the record fails to provide proof of the alleged violations as cited in the Statement of Claim.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 11th day of February, 2002.