

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24849

Docket Number MS-24656

George V. Boyle, Referee

PARTIES TO DISPUTE: (Thomas Pike, Clerk
(Burlington Northern Railroad Company

STATEMENT OF CLAIM:

"1) Carrier violated provisions of the BRAC Agreement when on July 1, 1981, it assigned Mr. G. E. Everton to position of Crew Dispatcher #110 at Portland, Oregon.

2) Carrier shall now compensate Mr. T. M. Pike, Clerk, Portland, Oregon eight (8) hours pay at prorata rate of position #110 beginning July 1, 1981, and for each and every day thereafter he is withheld from position #110. This claim to be in addition to all other compensation received by Mr. Pike."

OPINION OF BOARD: An employee in position #110, named Everton, exercised his option to displace a junior employee in position #111 when his work week was changed. While he was working there his vacant position was bulletined and Clerk Pike was the senior bidder. However, in the interim before the vacancy was filled, Everton was disqualified from position #111. He was then returned to his former position #110 which the claimant alleges was his by right of bid.

The claim asserted in this case is predicated upon a portion of Rule 11 of the agreement. Rule 11 reads as follows:

"Rule 11. Former Position Vacant

When an employee bids for and is awarded a bulletined permanent position, his former position will be considered vacant, and will be bulletined in accordance with Rules 9 and 10. Such employee will not be eligible to bid upon the vacancy thus created by him until it has been filled by bulletin at least once, unless there are no bidders in the seniority district upon such vacancy or unless the employee awarded the new position is displaced therefrom during the period his former position is under bulletin."(Emphasis added.)

Upon a review of the entire rule we find that the claimant's position is not supported by the rule. Hence the claim advanced must be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

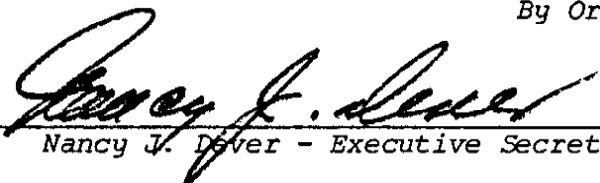
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of June, 1984