

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29646
Docket No. MW-28161
93-3-87-3-692

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Union Pacific Railroad Company (former
(Missouri Pacific Railroad Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed to recall furloughed Trackman G.R. Schaffner to service on and subsequent to February 10, 1986 (Carrier's File 247-7304).

(2) Because of the aforesaid violation, Trackman G.R. Schaffner shall be allowed one hundred sixty (160) hours of pay at the trackman's straight time rate."

FINDINGS:

The Third 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.

Claimant held greater seniority on the Arkansas Division than the employee assigned the position. Neither Claimant nor the junior employee held seniority on the District Tie Gang roster. Claimant worked on Crossing Gang 5854 on the Arkansas Division until February 10, 1986, when the Gang was moved to the Louisiana Division, at which time Claimant was furloughed. On March 7, 1986, Claimant was instructed to report to the District Tie Gang on the Louisiana Division as an Extra Trackman. Claimant arrived on March 10, 1986, and learned that the junior employee had been employed on the District Tie Gang on the Louisiana Division from February 10, 1986 to March 7, 1986, while Claimant was on furlough. Claimant seeks compensation for that 20 working-day period arguing that his greater Arkansas Division seniority required that he be used on the District Tie Gang on the Louisiana Division prior to the junior employee.

Rule 2(a) states:

"Except as otherwise provided in these rules, seniority rights of employees to new positions or vacancies, or in the exercise of their seniority will be confined to the seniority district as they are constituted on the effective date of this Agreement."

There is no Rule support for the Organization's position that Claimant's superior Arkansas Division seniority entitled him to greater rights than the junior employee where neither held seniority on the Division where the work at issue existed. Claimant's superior seniority only entitled him to rights on the Arkansas Division. See Third Division Award 26252:

"While this Board has long recognized the importance of seniority (Third Division Awards 18686, 13566 and a host of others), seniority rights must be specified in the Agreement in order to be protected. As we said in Third Division Award 18091:

'It is axiomatic that seniority is governed strictly by the provisions in the Agreement. Employees are entitled to no more than the contract authorizes. In the absence of any specific seniority rights, Carrier has the sole prerogative to assign employees when and where needed. The extent and limitation of the employee's rights are to be determined from the language in the negotiated Agreement.'"

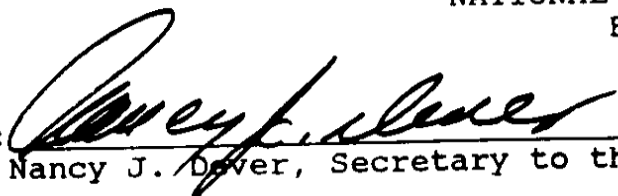
Given the specificity of Rule 2(a), this Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover, Secretary to the Board

Dated at Chicago, Illinois this 7th day of June, 1993.