

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32533
Docket No. CL-33003
98-3-96-3-401**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(The Kansas City Southern Railway Company (former
(MidSouth Rail Corporation)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-11352) that:

1. Carrier violated Rules 11, 16, 18, and 19 of the Agreement between the Parties during the period of September 12, and October 14, 1994, when it failed to properly call Clerk W. H. Andrews.
2. Carrier shall now be required to compensate Clerk W. H. Andrews for twenty-five days at the pro rata rate of \$134.32 per day attached to the 7:00 a.m. clerical position at Jackson, Mississippi.”

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 were given due notice of hearing thereon.

At the heart of this dispute is the application of Rules 16 and 19 of the Agreement between the Parties, which read in pertinent part as follows:

"RULE 16 - BULLETINS

(a) All new positions and vacancies (except those of less than twenty-five (25) day's duration shall be promptly bulletined in places accessible to all employees affected for a period of five working days. Such bulletin will show location, title and description of positions, rate of pay, assigned hours of service, assigned meal period, assigned rest days and , if temporary, the probable or expected duration."

"RULE 19 - VACATION RELIEF - EXTRA WORK

* * *

(b) Bulletins in accordance with Rule 16 for regular assigned relief positions shall show territory or department included in the assignment, headquarters point if assigned outside a terminal, and type of positions to be relieved. Starting time and rest days will be those of the position relieved."

On September 12, 1994, a short vacancy existed on the position of Customer Service Representative at Jackson, Mississippi. The vacancy was for five weeks and was the result of the regular incumbent being on vacation. Carrier called a Vacation Relief Clerk senior to Claimant to fill the vacancy. Claimant also holds bulletin rights to the position of Vacation Relief Clerk and maintains that he should have been called for this vacancy because it was within his bulletin territory, and not within the other Clerk's territory.

A careful review of all the contract provisions cited by the Organization, including those portions reproduced above, fails to support the instant claim. While Rule 19 does, indeed, specify that bulletins "shall show territory or department included in the assignment," nothing in any of the Rules cited obligates Carrier to restrict itself to the double requirement of : (1) most senior employee and (2) an employee already assigned within the territory in awarding a vacation position. The Organization has not disputed that the employee awarded the position at issue in lieu of Claimant was, in fact,

more senior to Claimant. Accordingly, the Carrier has complied with clear language of Rules 16 and 19.

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 Third Division

Dated at Chicago, Illinois, this 25th day of March 1998.