

Form 1 **NATIONAL RAILROAD ADJUSTMENT BOARD**
FIRST DIVISION

Award No. 25080
Docket No. 44597
00-1-95-1-U-1860

The First Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

(Brotherhood of Locomotive Engineers
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company (former Missouri
(Pacific Upper Lines)

STATEMENT OF CLAIM:

“Claim of Engineer E. Connor for twenty-two basic days account his seniority was restricted from June 4 to June 30, 1994. This is in violation of Article 40 of the Schedule Agreement.”

FINDINGS:

The First 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.

The Claimant seeks a penalty payment in recognition of an alleged violation of his seniority. In this instance, the Claimant sought to displace to an “M&I prior rights assignment held by an engineer admittedly junior to him. Neither Claimant nor the employee he sought to displace were prior right M&I engineers, but enjoyed expanded seniority rights to work on the M&I territory by virtue of a top/bottom coordination of the M&I seniority district with their

prior right seniority district. At the time this dispute arose, the M&I seniority district was represented by the UTU under a separate Agreement.

Claimant, who occupied a position outside the M&I territory, contends that when a "Sadie Hawkins" general displacement period was in effect on the M&I, under the M&I Agreement, he became entitled to effect such a displacement into the M&I prior right territory from a non M&I position. Claimant was initially allowed to displace the junior engineer on the M&I assignment. Shortly afterwards, the UTU and Carrier agreed that during the M&I general displacement period, the only employees who could garner a displacement right as a function of the UTU/M&I Agreement were those employees already working an M&I position during that period. Accordingly, Claimant was removed from the position and the former incumbent restored thereto, giving rise to the instant claim.

While this may have appeared unfair to Claimant, inasmuch as it insulated a junior employee from displacement by him, the interpretation placed on the applicable rule by the Carrier and the Organization having custody of the Agreement (UTU) must control the outcome of this case. Thus, the instant claim is without merit and must be denied.

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 First Division

Dated at Chicago, Illinois, this 4th day of January, 2000.