

The Second Division consisted of the regular members and in addition Referee Lamont E. Stallworth when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Consolidated Rail Corporation

Dispute: Claim of Employees:

1. On the former NYC property of the Consolidated Rail Corporation (Conrail) known as the Danville Branch/Secondary (Osburn, IN. MP 4.9 to Danville, Illinois MP 109.3) it is understood that Management of Consolidated Rail Corporation (Conrail) Southwest Division is turning over the maintenance of I.B.E.W. Communications work to the Western Division.
2. That all the I.B.E.W. Communications maintenance (Telephone, Pole Line and Radio) work on the Danville Branch/Secondary has been the part work of the I.B.E.W. Communications workers of the Southwest Division by Agreements. Any changes contrary to the Agreements are in violation of said Agreements.
3. That under the current Agreement, the Consolidated Rail Corporation (Conrail) improperly assigns communications and radio work to others, following transfer of the Danville Secondary Track, also Fowler and Sheldon Secondary Tracks from the Southern Region to the Western Region effective January 1, 1981.
4. That accordingly, the Consolidated Rail Corporation (Conrail) be ordered to additionally compensate District Linemen H. M. Faulk, and D. K. Edwards, Gang Linemen - Gang No. 11 - D. Gross, J. T. Marsee, J. R. Paddick, E. D. Hammond; and Radio Maintainers E. L. Bean and L. L. Hawkey; on an equitable basis for any and all communications service and maintenance (to include pole line, wires, telephone and radio) work performed by others not authorized under the Agreement to be so assigned, from January 1, 1981 and continuously thereafter until all such work is restored to the employees to whom it properly belongs under the Agreement, particularly the Claimants.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employees 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.

This dispute centers on Carrier's reorganization of work from one Carrier Region to another, and its concurrent reassignment of which of its employee Seniority Districts shall perform that work.

The issues became particularly complex because of the consolidation of a number of Railroads and conflicting Union Agreements and Unions into Conrail.

The relevant portions of the Agreements involved are:

"Agreement Effective May 1, 1979, Appendix C
"3. The implementing Agreements of July 23, 1975
and March 11, 1976 (as amended on May 28, 1976),
except Article VII, between the International
Brotherhood of Electrical Workers and Consolidated
Rail Corporation remain in effect.

8. Pending resolution of the cross representation
problem, this Agreement shall apply to Communica-
tion Department employees represented by the
International Brotherhood of Electrical Workers
except their rates of pay, basis of pay and
seniority and other special rules shall remain
unchanged." (Emphasis added)

"March 11, 1976 Agreement
"I.A. The existing seniority districts and rosters
for employees in the electric traction and communi-
cation departments will remain in effect upon
conveyance.

"I.D. The term 'prior seniority district' as used
in this agreement refers to the point, location,
division or territory covered by the employee's
prior seniority roster."

"October 1, 1979 Agreement
"1. All existing Radio maintainer seniority
rosters shall be dovetailed into a single Conrail
system seniority roster. Prior rights shall be
maintained to positions headquartered within the
territory of a prior right district. In estab-
lishing this roster the principle of the March 11,
1976 Implementing Agreement shall be followed."

Carrier asserts its right to reorganize its Regions, and the work of those Regions. The Board finds nothing that removes that right as it relates to the management of Carrier's property. However, reorganization of Divisions and geographic territories in terms of Carrier's method of supervision and management is an issue entirely separate from seniority rights to specific work at specific locations.

In that regard, Carrier entered into very detailed and complex Agreements with the Organization recognizing historic relationships between specific work, locations of that work, and the Seniority District and even employees within that Seniority District who have the right to perform that work.

Thus, if Carrier decides that the Danville, Fowler, Sheldon Secondary Tracks are to be transferred from the Southern Region to the Western Region, it has the managerial right to do so. It does not, however, have the unilateral right to automatically change the coverage of the Seniority Districts involved. If Carrier had that right, there would be little point in reaching agreements dealing with Seniority Districts. In fact, Carrier acknowledges that it does not have such a right by virtue of the elaborate seniority Agreements it did reach. Therefore, since these geographic areas (Danville, Fowler and Sheldon Tracks) covered work and employees who are under the coverage of the Southern Region Seniority District of the Organization, that work must remain under that District and be filled by the employees with an historic right to it until changed by agreement between the Carrier and the Organization, in accordance with the procedures of the Agreement and the Railway Labor Act.

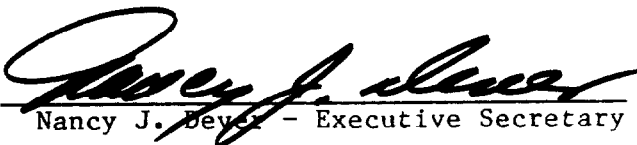
The Organization names specific Claimants who have a seniority right to have performed this work. The Organization does not make it clear that these individuals have suffered any financial loss or other harm as a result of the Carrier's actions. This should not be a difficult matter to establish, since Carrier's records should so indicate. The Carrier shall immediately restore the work to the historic Seniority District as contended by the Organization, and shall pay Claimants for any financial loss or harm suffered as stated in the decision.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 19th day of March 1986.