

PUBLIC LAW BOARD NO. 4431

Parties
to the
Dispute

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

vs.

BURLINGTON NORTHERN RAILROAD COMPANY.

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: Case No. 1
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STATEMENT OF CLAIM

1. The Agreement was violated when the Carrier changed the seniority date of Sectionman W.E. Robinson on the Twin Cities Seniority District No. 11 Track Sub-department Roster.
2. The Agreement was also violated when the Carrier assigned junior Sectionman R.A. Peter instead of W.E. Robinson to the sectionman's position advertised by Bulletin TC-024 dated December 27, 1984.
3. As a consequence of the violation referred to in Part (1) above,

'*** we are requesting the Company to honor and recognize Mr. Robinson's seniority date of 8/19/54, which remained uncontested on the Seniority District 11 Track Sub-department Roster 1 Rank C rosters from 1975 through 1982, both dates inclusive.***'

4. As a consequence of the violation referred to in Part (2) above, Mr. W.E. Robinson shall be allowed

'*** \$17.50 (25¢/per Mi. times 70 mi.) for each regularly assigned working day or unassigned day on which Mr. Robinson is required to drive to St. Cloud, Minnesota to report for duty as a sectionman. We are further claiming all overtime and/or expenses earned by junior employee R.A. Peter which would have accrued to Mr. Robinson had he properly been assigned to position 13026, sectionman Little Falls, on Bulletin TC-024 dated December 27,

1984. We are further claiming eight (8) hours straight time for each regularly assigned working day during which Mr. Robinson might be furloughed as the result of the "Company failing to recognize his Seniority District 11 Track Sub-department Roster 1 Rank C sectionman date of 8/19/54. ***"

OPINION OF THE BOARD

This Board has reviewed the record and concludes that the instant case has no merit and must be denied. Claimant entered Carrier's service as a Sectionman on August 19, 1974. That is his seniority date and not August 19, 1954. Somehow during the course of Claimant's employment, an error was made when the roster was typed and his date appeared as August 19, 1954. At a much later date, the mistake was discovered by the local Union representative. Both the Union and the Company agreed that the 1954 date was in error and it was changed to 1974, as it should have been at the start. This Board can see no equity, fairness, or reasonableness in this claim.

AWARD

This claim is denied.

R.E. Dennis
R.E. Dennis, Neutral Member

Bruce A. Glover
Bruce Glover, Employee Member

Maxine Timberman
Maxine Timberman, Carrier Member

May 3, 1989
Date of Approval