

AWARD NO. 10
CASE NO. 10

The Carrier does not deny that the Claimants were used to perform work outside of the limits of the seniority territory. It maintains, however, that this was done pursuant to a verbal agreement

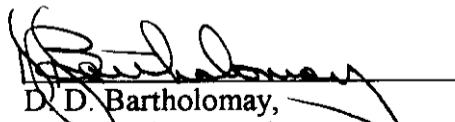
between the Carrier and the two applicable General Chairmen. The General Chairman representing the Claimants disputed the existence of such an agreement. No claims, however, emerged from either the employees in whose seniority district the work was performed or their General Chairman to allege any loss of work opportunity.

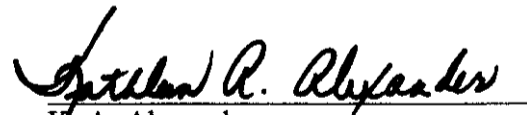
If there was no such verbal understanding, one would expect that such claims would have been filed to protest the importation of manpower across seniority district lines. In addition, the record contains a letter from the Carrier official who represented the Carrier in developing the verbal agreement.

The record in this matter confronts the Board with an irreconcilable dispute of material fact concerning the existence of the verbal agreement. It is well settled that we lack the authority to resolve such factual disputes. Under the circumstances, therefore, we have no choice but to dismiss the Claim.

AWARD: The Claim is dismissed.


Gerald E. Wallin, Chairman
and Neutral Member


D. D. Bartholomay,
Organization Member


E. A. Alexander,
Carrier Member

DATE: 11-5-02