

BEFORE PUBLIC LAW BOARD 6835

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION
(affiliated with the TEAMSTER RAIL CONFERENCE)**

and

CSX TRANSPORTATION, INC.

Case No. 1

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the CSXT Labor Agreement No. 12-058-99, the parties understanding reached as a result of meetings held in October 1999 and January 2000, as well as Rules 4, 5 and Appendix Q of the June 1, 1999 System Agreement in connection with the appropriate seniority of Clinchfield Bridge and Building employees [System File BMW File 2002 Roster Protests/12(02-0195)].
2. As a consequence of the violations referred to in Part (1) above, the 2000 rosters and lists as posted by the Carrier shall now be restored immediately with the exception of the seniority dates for Messrs. M. Bennett, R.D. Garland, G.K. Willis, D.L. Hopson, J. McNally and R.D. Garland as amended in the Organization's letter of September 23, 2003."

FINDINGS:

The Organization filed the instant claim in connection with a dispute that arose over the Carrier's handling of seniority rosters on the Clinchfield property after that property was placed under the CSXT/BMWE single Agreement that was implemented following a series of mergers and acquisitions that established CSXT in its current form. The instant claim contends that in 2001, the Carrier violated the parties' Agreement when it changed the seniority rosters that the parties had agreed to in October 1999, doing so without the Organization's involvement. The Carrier denied the claim.

The Organization initially contends that on the 2000 and 2003 Central West B&B

Mechanics bid bump lists, the seniority dates for seventeen employees were listed incorrectly. The Organization maintains that the Carrier revised the rosters and lists by altering, without the Organization's agreement or consent, the standings of the B&B Department employees from the former Clinchfield property.

The Organization argues that Rule 4, Section 6(c), of the June 1, 1999, System Agreement prohibits the Carrier from altering the seniority rosters involving the former Clinchfield employees without a conference with and the agreement of the Organization. The Organization asserts that the rosters and lists that accurately reflect the parties' initial agreement regarding these employees should be restored immediately, except for corrections to the seniority dates listed for certain of the employees. The Organization points out that the corrected seniority dates are based on the dates on which employees first were promoted to 2d Rate Class Carpenter, Painter 2d Class, or obtained status on the B&B Mechanics roster, instead of these employees' 1st Class Carpenter seniority dates on the Clinchfield Railroad.

The Organization ultimately contends that the instant claim should be sustained in its entirety.

The Carrier initially contends that the seniority standing of former CCR, B&B Department employees on the 2001 and 2002 CSXT District job classification seniority rosters and Central West SLWT list are accurate, correct, and fully comply with the parties' understanding and all rules and appendices of the single System Agreement. The Carrier emphasizes that the General Chairman did not object to the Carrier's letters of

January 24, 2000, and March 24, 2000, that memorialized the parties' understanding of how former CCR employees would acquire dates and standings on the various job classification district rosters and SLWT lists under the Single System Agreement. Moreover, the Carrier again confirmed the parties' understanding in a letter dated June 6, 2002.

The Carrier maintains that the parties' understanding recognized that the earliest date for a former CCR, B&B Department employee on any of the 1st Class Carpenter, Lead Carpenter, 1st Class Painter, or Lead Painter seniority rosters from the former CCR, B&B Department would be dovetailed into the single System Agreement B&B Mechanic District roster and Central West SLWT list. The Carrier asserts that the parties' understanding further provided that if there was no established seniority date from those sources, a seniority date and standing on the District roster and SLWT list would emanate from the 2d Class Carpenter, 2d Class Painter, or Bridge Helper rosters with a date of June 1, 1999, and with the employees maintaining a standing from their seniority dates on these rosters. The Carrier argues that its District seniority roster and SLWT list correctly reflect the parties' understanding.

The Carrier asserts that the Organization is attempting to establish the seniority dates for former CCR, B&B Department employees based on the earliest date on all rosters under consideration, including the former CCR 2d Class Carpenter and 2d Class Painter Rosters. The Carrier contends that the parties' understanding demonstrates that the parties' intended to apply the 2d Class Carpenter and 2d Class Painter Rosters for the

purpose of establishing dates and standings on the new District roster and Central West SLWT list when such employees' names did not appear on the 1st Class Carpenter, Lead Carpenter, 1st Class Painter, or Lead Painter seniority rosters from the former CCR, B&B Department, and then with only a June 1, 1999, date with a standing derived from their standing on these respective rosters.

Addressing the Organization's contention that the Carrier violated Rule 4, Section 6 (c), the Carrier emphasizes that it engaged in conferences with the collective System Federations of the BMWF prior to the issuance of the 2001 seniority rosters. During these conferences, the Carrier and the General Chairman discussed the proper dates for seniority rosters and SLWT lists. The Carrier insists that it did not violate Rule 4.

The Carrier further argues that Rule 4, Section 6(c) of the single System Agreement refers to substantive changes to seniority rosters, not to corrections as a result of administrative errors. Moreover, it is widely held that seniority rosters may not be established, enhanced, or removed because of an error. The Carrier asserts that there was no violation of any portion of the single System Agreement, and the Carrier's posting of the 2001 and 2002 District Seniority roster and Central West SLWT list conformed to the parties' previous understanding.

The Carrier ultimately contends that the instant claim should be denied in its entirety.

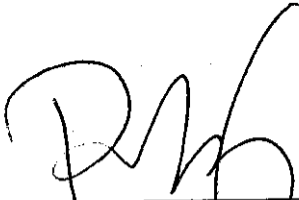
The parties being unable to resolve their dispute, this matter came before this Board.

This Board has reviewed the record in this case, and we find that the seniority standing of the former CCR B&B Department employees on the 2001 and 2002 CSXT District Job Classification Seniority Rosters and Central West SLWT List are accurate and correct and comply with the parties' agreement. The formula was followed and the B&B Mechanic District Seniority Roster was established.

This Board finds that there was no violation of any portion of the Single System Agreement and the CSX posting of the 2001 and 2002 District Seniority Rosters and that the Central West SLWT conformed to the parties' agreement. Consequently, this Board is convinced that the Single System Agreement was not violated and the claim must be denied in its entirety.

AWARD:

The claim is denied.



PETER R. MEYERS
Neutral Member



ORGANIZATION MEMBER

DATED: 2-23-06



CARRIER MEMBER

DATED: 02-23-06