

SPECIAL BOARD OF ADJUSTMENT 1016

Award No. 179
Case No. 179

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

Consolidated Rail Corporation

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier assigned Pittsburgh Seniority District welders to perform Orgotherm welding on the Youngstown Seniority territory between Mile Post 91 and Mile Post 93 on October 1, 1996 (System Docket MW-4601).
2. As a consequence of the violation referred to in Part (1) above, Messrs. J. Comber and C. Ferry shall each be allowed ten (10) hours' pay at their respective time and one-half rates.

FINDINGS:

This Board, upon the whole record and all of the evidence, finds and holds as follows:

1. That the Carrier and the Employee involved in this dispute are, respectively, Carrier and Employee within the meaning of the Railway Labor Act, as amended,; and
2. That the Board has jurisdiction over this dispute.

OPINION OF THE BOARD:

The record contains persuasive evidence that the Carrier assigned employees from a different seniority district to perform the disputed work.

Rule 4 (Seniority) provides, in pertinent part, that:

Section 1. Seniority date.


(a) Except as provided in Rule 3, Section 5, seniority begins at the time the employee's pay starts. If two (2) or more employees start to work on the same day, their seniority rank on the roster will be in

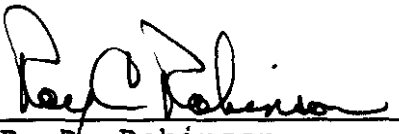
alphabetical order. An employee assigned to a position of higher class than trackman will begin to earn seniority in such higher class and lower class on the same seniority roster in which he has not previously acquired seniority from the date first awarded an advertised position in such higher class. He will retain and accumulate seniority in the lower class from which assigned. An employee entering service in a class above that of trackman will acquire seniority in that class from the date assigned to an advertised position and will establish seniority as of the same date in all lower classes on the same seniority roster.

A careful review of the record fails to disclose any basis for the Carrier to have assigned the disputed work to employees from a different seniority district rather than to the Claimants. The concept of seniority districts constitutes a fundamental aspect of assigning work and is binding on the Carrier. In the absence of any justification to deviate from the seniority district concept, the Carrier therefore committed a violation.

AWARD:

The Claim is sustained in accordance with the Opinion of the Board. The Carrier shall make the Award effective on or before 30 days following the date of this Award.


Robert L. Douglas
Chairman and Neutral Member


R. D. Robinson
Employee Member


D. L. Kerby
Carrier Member

D a t e d : 9/6/01