

SPECIAL BOARD OF ADJUSTMENT 1016

Case No. 196

Award No. 196

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 junior Repairmen M. Hester and T. Howard to attend training classes at the Harnphfeger overhead crane facility in Southgate, Michigan on August 6, 7 and 8, 1996, without affording Repairmen R. Ring and T. Crilley the same opportunity in recognition of their superior seniority.
- (2) As a consequence, the Carrier shall send the Claimants to the next available training class for overhead cranes and they shall be compensated one and one-half hours at their applicable Repairman time and one-half rate for August 6 and 7, 1996. On August 8, 1996 Mr. Crilley is entitled to seven hours at the applicable time and one-half rate for driving from Southgate, Michigan to Canton, Ohio. Mr. Ring is entitled to seven hours' travel time for August 8, 1996, at his applicable repairman rate of pay. Total compensation claimed is (10) hours of time and one-half pay for Mr. Crilley and (7) hours travel time for Mr. Ring and (3) hours' of time and one-half pay.

FINDINGS:

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

That the parties were given due notice of the hearing;

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as approved June 21, 1934;

That this Board has jurisdiction over the dispute involved herein.

The material facts that led to this claim are not in dispute. On August 6, 7 and 8, 1996, Canton Shop Repairmen M. Hester and T. Howard attended training at the Harnphfager Overhead Crane facility in Southgate, Michigan. These two Repairmen had routinely performed maintenance on the large overhead crane at the Canton Shop for the previous three years. They had requested training on the overhead crane.

On September 5, 1996, the Organization filed a claim and/or grievance on behalf of employee R. Ring and T. Crilley, two Repairmen who worked at the Canton Shop. The Organization claimed that these two Repairmen were senior to the Repairmen who attended training on August 6, 7 and 8, 1996, and therefore they should have been given the opportunity for this training.

The Carrier denied the claim and/or grievance contending that since neither Claimant worked on the overhead crane at the Canton shop there was no reason to send them for training at the vendor's facility.

Contrary to the Organization's assertion, the Claimants did not have a contractual right to attend overhead crane training on August 6, 7 and 8, 1996. Rule 4 merely delineates how employees attain and accumulate seniority and how they may exercise their seniority. There is no reference in Rule 4 to an entitlement to training based on seniority.

Rule 17 gives preference to overtime to employees in the order of their seniority provided they are qualified and available for the overtime work. Rule 17 is inapposite to the dispute before this Board since the training on August 6, 7 and 8, 1996, did not involve any overtime.

Rule 40 is also inapplicable to this dispute, in our opinion. Rule 40 states that the Organization and Conrail agree to comply with Federal and State Laws dealing with non-discrimination. The Organization has not cited any Federal or State Law that grants employees the right to training based on their seniority.

*In our opinion, no provision of the parties' Agreement grants employees the right to attend training sessions based on their seniority. Therefore, the Agreement was not violated when the Carrier did not send the Claimants to training at the Harnphfager Overhead Crane facility since they did not work on the overhead crane at the Canton Shop.*

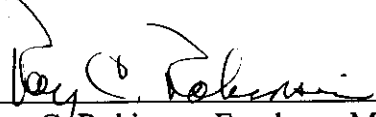
The Organization asserts that Third Division Award No. 32439 is indistinguishable from the instant case but this Board respectfully disagrees. Unlike the Claimants who never maintained the overhead crane at he Canton Shop, it appears that the employee in Award No. 32439 did make engine repairs although he mainly repaired engine compressors at his request. Because of this, the Board concluded that that employee should have attended an engine repair training school attended by employees junior to him. This significant factual difference distinguishes that case from the one before us, in this Board's opinion.

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For all the foregoing reasons, the claim must be denied since the Claimants did not have a contractual right to attend overhead crane training on August 6, 7 and 8, 1996.

AWARD: Claim denied.

  
Robert M. O'Brien, Neutral Member

  
Roy C. Robinson, Employee Member

  
Dennis L. Kerby, Carrier Member

Dated: 4/30/02