

SPECIAL BOARD OF ADJUSTMENT 1063

Case No. 175

Award No. 175

PARTIES TO DISPUTE:

Brotherhood of Locomotive Engineers

and

Norfolk Southern Railway Company
Norfolk and Western Railway Company, et al.

STATEMENT OF CLAIM:

Claim of Kentucky Division First District Engineer C. Hopson for correction of relative seniority standing on the First District Seniority Roster as covered by Article 26 of the Schedule Agreement.

OPINION OF BOARD:

This dispute centers on the relative engineer seniority ranking of qualified engineers transferred from another district versus the pre-existing ground service employees who subsequently accept promotion to engineer. The Carrier's practice in this situation has been to protect the senior trainmen's engineer seniority by moving them around the previously qualified transferee when they are promoted. This practice results in a continual backslide in seniority for the transferred engineer until all senior ground service employees are promoted.

We have carefully considered the Carrier's position that this practice fully complies with the October 31, 1985 UTU National Agreement and the 1972 UTU National Training Agreement, in ranking engineers on the involved seniority roster. However, we find the Organization's position in this matter more persuasive.

The Organization's reliance on Article 26(E) is well placed. This rule speaks directly to the issue at hand. Absent some showing that this rule has been superceded (and there has been none) it must be considered controlling in this dispute. Therefore, we agree with the Organization's position that there is no basis for adjusting the seniority standing of train service employees who have not attended L.E.T. and have not established a firemen's seniority date. Additionally Rule 26(E) dictates that those employees who have already entered the training program and established a firemen's seniority date should not be runaround by previously qualified engineers when they are promoted.

The Carrier is directed to adjust Claimant's seniority date accordingly. There are, however, no grounds for back pay claimed.

In addition, this award has precedential value only where an employee has made a timely protest of his roster standing in accordance with agreement provisions. Moreover, it provides no support for roster adjustments in those instances where employees have neglected to timely protest. For the record it will be noted the UTU was duly notified of the hearing in this case.

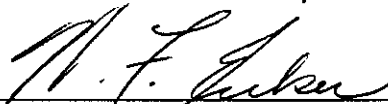
FINDINGS:

Claim for roster correction is sustained.


AWARD:

Claim sustained as provided in the Opinion.

Dated at Norfolk, Virginia, this 9th day of April,
1997.



W. F. Euker, Neutral Member



K. J. O'Brien, Carrier Member



P. T. Sorrow, Organization Member