

SPECIAL BOARD OF ADJUSTMENT NO. 280

Award No. 129

Case No. 209

PARTIES TO DISPUTE:

St. Louis - Southwestern Railway

and

Brotherhood of Maintenance of Way Employees

STATEMENT OF CLAIM:

- "I. Carrier violated the Maintenance of Way Agreement, especially but not limited to, Rule 2 - Seniority, and Rule 5 - Promotion and Transfers, when it assigned position on promotion to North End Seniority District employee with disregard to employees on South End Seniority District, crossing Seniority District territory, on Circular of Advertisement No. 7-S (B&B) dated June 20, 1975.
- "II. Mr. T. A. Riggs be allowed difference between rate of pay earned as Repairman and rate of pay applicable to position of Water Service Foreman of \$1,058.32, plus any wage increase allowed to this position, beginning June 20, 1975 and continuing until such time Mr. Riggs is assigned to position of Water Service Foreman."

FINDINGS:

A position of Water Service Foreman on the South Territory Seniority District, Tyler, Texas was bulletined. There were three applicants for the position: Claimant and another employe from the South Territory Seniority District, and an employe from the North Territory Seniority District. The position was awarded to the employe from the North Territory Seniority District.

The Organization charges that Carrier violated the provisions of Rule 5-2 when it promoted an employe from another seniority district and by-passed Claimant.

The Board agrees.

Rule 5-2 dealing with Promotion and Transfers


states:

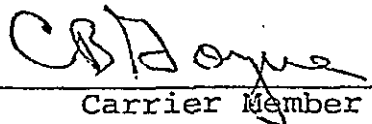
"LIMITS - Employees are entitled to promotion only on the district and in the subdepartment over which their seniority rights prevail." (Under-scoring added.)


Obviously the rule must be considered in consonance with the other provisions of the promotion rule, and should not be interpreted so as to reach an absurd result. If, for example, there were no bidders in the seniority district with sufficient ability to perform the work (again, applying the standard set forth in our Award No. 122), Carrier should not be prevented from going outside the seniority district to fill the position. But if there is a qualified or potentially qualified bidder within the seniority district, Carrier is required to award the position to that employee.

AWARD

Claim sustained. Carrier is required to make payment within 30 days of this award.

  
Neutral Member

  
Carrier Member

  
Organization Member

  
Date