

SPECIAL BOARD OF ADJUSTMENT NO. 280

Award No. 145
Case No. 230

PARTIES St. Louis Southwestern Railway Company
TO and
DISPUTE Brotherhood of Maintenance of Way Employees

STATEMENT "Claim of the System Committee that:
OF CLAIM

1. Carrier violated the effective Agreement on January 25, 1977 when they assigned a junior employee to vacancy bulletin No. 2-N with disregard to Mr. G.F. Kelly's seniority or ability.
2. Claimant G.F. Kelly be now paid a difference between the rate he is presently being compensated as a B & B Carpenter No. 2 and the rate of a B & B Carpenter No. 1 beginning January 25, 1977 and continuing until such time he is assigned as a B & B Carpenter No. 1; also, that he be given a B & B Carpenter No. 1 seniority date of January 25, 1977."

FINDINGS

Upon the whole record, after hearing, the Board finds that the parties herein are Carrier and Employees within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted under Public Law 89-456 and has jurisdiction of the parties and the subject matter.

Claimant, a B & B Carpenter No. 2, bid for the position of B & B Carpenter No. 1 in January of 1977. By bulletin dated January 25, 1977 a junior employee was assigned to the vacancy.

This dispute is identical in all material respects to the situation described in Award No. 142 of this Board. As in the earlier dispute, Carrier simply did not show, at any time during the handling of this dispute that Claimant was not qualified for the position in question. On the face of it, as in the earlier dispute, Carrier simply chose to take a more qualified employee. As indicated earlier this is not acceptable.

With respect to the remedy, this dispute differs to some extent with the earlier matter. Claimant had the opportunity to bid on the position of B & B Carpenter No. 1 in November of 1978 but did not avail himself of that opportunity. Carrier indicates that at

the time of this last bulletin Claimant could have been assigned to the position. In view of Claimant's failure to bid on the later position, Carrier's liability to Claimant as a result of this Award will be limited to the period ending November 6, 1978. In all other respects the Award must sustain the claim.

AWARD

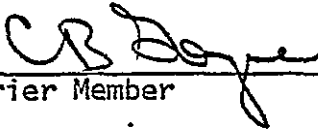
Claim sustained in accordance with the findings above.

ORDER

Carrier will comply with the Award herein within thirty (30) days from the date thereof.



I.M. Lieberman, Neutral-Chairman



Carrier Member



Employee Member

October 19, 1979
Houston, Texas