SPECIAL BOARD OF ADJUSTMENT 1110

Award No. 110
Case No. 110

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees

and

CSX Transportation, Inc. (former Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Agreement was violated when the Carrier unilaterally changed the Rank 1 seniority date of Mr. E. E. Coomer and the Rank 2 seniority date of Mr. R. R. Saling on the 1998 seniority Roster [System File 10(2)(98)/12(98-1025) LNR].

2. The Carrier shall now correct the 1998 Seniority Roster as well as any subsequent roster to reflect Mr. E. E. Coomer's Rank 1 seniority date to be August 18, 1997 and to reflect Mr. R. R. Saling's Group 2 seniority date to be June 30, 1997.

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:

Rule 6 (Seniority Datum) provides, in pertinent part, that:

(b) Except in the class of crossing watchmen as provided in Rule 18, no employee shall establish seniority in a rank in which positions are required to be bulletined under this agreement while serving in a position that has not been bulletined (either as permanent or temporary in accordance with Rule 14.

The seniority of the successful applicant for a

bulletined position, in promotion, shall date from the closing date of the advertising bulletin, except that if he fails to qualify within 60 calendar days from the date he began work on the position, he will not acquire a seniority date as a result of having been assigned thereto. Also, a successful applicant in promotion may not bid back to the lower rank which he left until after at least a month's work in the higher rank. It is understood that an employee bidding in a position in promotion will actually work that position before being given seniority dating in the higher rank. Also days on which an employee is on vacation will be counted in the accumulation of seniority in promotion.

With respect to Claimant Coomer, a careful review of the record indicates that the Claimant bid a Section Foreman position and the Carrier awarded the position to Claimant Coomer on August 14, 1997. On August 15, 1997 the Carrier disqualified the Claimant for not having certain current qualifications. The Carrier therefore rescinded the award of the position to Claimant Coomer. As a result, Claimant Coomer did not work the required amount of time within the meaning of Rule 6(b) to acquire seniority in the referenced position.

With respect to Claimant Saling, a careful review of the record indicates that the Claimant did not work the position because a more senior employee displaced the Claimant before the Claimant had an opportunity to work in the referenced position. As a result, Claimant Saling lacked a right within the requirements of Rule 6(b) to obtain the seniority date in dispute.

Under these precise circumstances, the Claim for each Claimant is denied.

AWARD:

The Claim is denied.

Robert L. Douglas
Chairman and Neutral Member

Donald D. Bartholomay
Employee Member

Mark D. Selbert
Carrier Member

Dated: 8/15/01