

AWARD NO. **236**
Case No. MW-48-W

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) The Atchison, Topeka and Santa Fe Railway Company
TO THE) and
DISPUTE) Brotherhood of Maintenance of Way Employees

QUESTIONS

AT ISSUE:

- (1) Is Mr. T. R. Bradke a protected employee under Section 1 of Article I and under Section 1 of Article IV?
- (2) Is Mr. T. R. Bradke entitled to now be paid the difference between the B&B Painter's rate and B&B Helper's rate for all service he performed as a B&B Helper on and subsequent to December 19, 1968?

OPINION

OF BOARD: Claimant was a Steel Bridgeman from 1958 until September 4, 1964, when he was transferred at his own request to a regular position as B&B Painter. Each of these positions is covered by a different agreement and seniority is not interchangeable.

The issue is whether Claimant has two years or more of employment relationship as of October 1, 1964. According to Question No. 5 on Page 3 of the Interpretations, "employment relationship" is not synonymous with seniority and one may have a two-year employment relationship without having two years of seniority.

The Organization relies largely upon Award No. 34, which suggested that non-union work for a railroad could be included in the time constituting the employment relationship in connection with issues under Article V of the February 7 Agreement. However, if this reasoning were applied to the definitions in Article I, Section 1, it would permit a regularly assigned employee on October 1, 1964, who had 15 days of compensated service in September, but who had been doing non-unit

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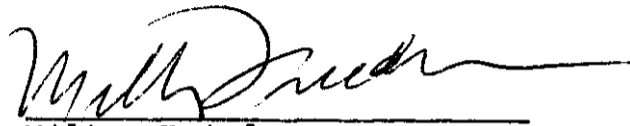
work for two years before that, to acquire protection. That does not square with the Agreement and Interpretations.

While "employment relationship" is not synonymous with seniority, it does anticipate employment in the craft. Question No. 10 on Page 4 of the Interpretations is applicable. It provides that "employment in more than one seniority district in the same craft can be counted" only if "the employee acquired and retained seniority in each seniority district or roster or was transferred to another seniority district or roster at the request of management for temporary service."

In this case, Claimant did not acquire seniority on each of the two rosters, nor was his transfer at the request of management for temporary service. Indeed, it was a permanent transfer. Consequently, he does not meet the criteria of Article I, Section 1.

A W A R D

The answer to the Question is No.


Milton Friedman
Neutral Member

Dated: January 19, 1971
New York, New York

