

PUBLIC LAW BOARD NO. 7433

Case No. 5
Award No. 5

United Transportation Union)
)
 vs) PARTIES TO DISPUTE
)
 Burlington Northern Santa Fe Railway Company)

STATEMENT OF CLAIM

Claim 100 miles per day for violation of agreement Article 17 (c) (1) where local freight run in effect for two weeks will be considered regular and will be bulletined for seniority choice. Crew was assigned to LSWE061 and annulled on 07/07/06 and run thereafter as MPHXMAT with same route, work assigned and same days run weekly Sunday-Friday. Claim covers the time frame from 05/01/07-05/31/10. Time not included for Saturdays during this period. Total miles claimed = 2700.

FINDINGS

This Board finds the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due and proper notice of hearing thereon.

On July 7, 2006 the Carrier abolished local assignment LSWE061 at Phoenix, Arizona. After that date the Carrier operated the train in unassigned service.

The Organization takes the position that the Carrier improperly abolished the regular assignment, violating the provisions of Article 17 (c) (1) of the Schedule Agreement. The Article reads as follows:

Local freight runs, switch runs, or tramp runs in effect for two weeks will be considered regular and will be bulletined for seniority choice of employees, and in event it is anticipated at the time run is put on, or prior thereto, that a run of this sort will be required for two weeks or more, such run will be bulletined in advance or at time necessity for maintaining run for not less than two weeks is apparent.

A review of the record of the train operations reveals that it operated six days a week with a starting time around midnight, give or take a couple of hours.

From the record before this Board it appears that it supports the Organization's position that the job should have been regularly assigned.

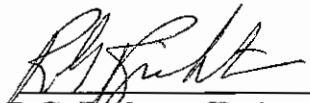
However, there is nothing in the record that shows any employee lost work as a result of the Carrier's actions. Also, since the time of the Claim the operation at Phoenix has changed making the issue in this case moot.

Therefore, the Board will sustain the position of the Organization in part. Claimant will be allowed a difference in earnings, if any, for the period of the filed Claim.

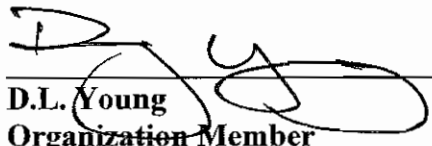
Nothing in this Award affects the Carrier's rights to abolish or establish assignments to meet the needs of service.

AWARD

Claim partially sustained in accordance with the Findings. Carrier is ordered to comply with this Award within 30 days from its date.



R.G. Richter, Chairman
Neutral Member



D.L. Young
Organization Member



Gene L. Shire
Carrier Member

Dated 4/20/11