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GENERAL COMMITTEE OF ADJUSTMENT
BURLINGTON NORTHERN (FORMER FRISCO)
SAND SPRINGS RAILWAY

December 17, 1986

Mr. G. C. Gibson
Local Chairman L-243
8524 Whitney
Fort Worth, TX 76108

Dear Sir and Brother:

This has reference your letter of December 11, 1986, pertaining to the application of Article 13, Section D and Article 19, Section A (5) of the Conductors' and Brakemen's Schedule to instances where Creek and Sherman "prior rights" employees have apparently improperly returned to Madill while still assigned to a Fort Worth "Prior Rights" District assignment.

You are correct in that a Creek and Sherman "prior rights" employee working in Fort Worth may not return to the Madill extra board if he is the successful bidder when that extra board is increased until the assignment is made effective. The "furloughed employes" spoken of in Article 19, Section A (5) are not necessarily those employees who were last reduced from the extra board involved. The terms "cut-off" and "furloughed" are not necessarily the same in meaning. In no event would an employee who had been earlier reduced from an extra board or exercised his acquired seniority by placing on a Fort Worth "Prior Rights" District assignment be considered "furloughed."

This office discussed this matter with former Local Chairman Carbaugh, who advised the Carrier that at all times bulletins would be issued when the Brakemen's extra board was increased; and, of course, anyone on the Tulsa-Fort Worth Combined District could place a bid on that bulletin. I frankly do not remember if we discussed this issue with Local Chairman Corcoran. By copy of this letter, we are asking that he insure that the provisions of the above-cited agreement rule be complied with for two important reasons:

1) If the previous practice from past years at Madill was followed, we could have a situation where an employee assigned to a Fort Worth or Irving assignment would be forced to go back to Madill against his wishes.

2) If, for example, the Brakemen's extra board at Madill was reduced by cutting off 6 employees, and the 3 senior employees of those 6 placed at Irving or Fort Worth, and the Madill extra board was later increased by 3; the proper furloughed employees to place on the extra board during the bulletining period would be the 3 junior men of the 6. If those 3 junior men were not placed on the extra board during the bulletining period, and instead the 3 senior men were; those junior men would have a valid complaint and a grievance, as well as time slips in our opinion.

As you stated, a "prior rights" Creek-Sherman employee could move from Irving to Madill by exercise of a live bump, as anyone obviously could over the entire Tulsa-Fort Worth Combined Seniority District. Additionally, I see no difficulty with conductors or brakemen giving up assignments to revert to the extra board of their choice on the Tulsa-Fort Worth Combined District under the provisions of Article 13, Section D (1) (a) of the Conductors' and Brakemen's Schedule, so long as the requirements that a man junior to them was assigned to the particular extra board at the time of the notification and at the time the bulletin expires were met. Additionally, the employee involved would have to specify which extra board he wishes to revert to.

The Tulsa-Fort Worth Combined District is unique on this railroad in the sense that there are three sets of extra boards on the same district. I see no problem with allowing as free an exercise of seniority as possible so long as the rights of all those involved are protected.

Fraternally yours,

A. M. Lankford
General Chairman

AML/cp

cc: B. R. Wood, Secy. L-243
C. P. Corcoran, LC-949
D. L. Apker, S&T-949