

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

- (1) That Steel Bridgeman H. C. Witt, instead of junior Steel Bridgeman J. G. Wills, should have been assigned to the temporary vacancy of assistant steel bridge foreman from May 16 to 31, 1946, inclusive;
- (2) That H. C. Witt shall be paid the difference between what he received at steel bridgeman's rate of pay and that which he should have received at the rate applicable to assistant steel bridge foreman for time worked during the period May 16 to 31, 1946, inclusive.

EMPLOYEES' STATEMENT OF FACTS: During the period from May 16 to 31, 1946, Steel Bridge Foreman E. F. Turner was absent from duty in accordance with the provisions of the effective vacation agreement. During this period, H. M. Curry was assigned to and covered the position of Steel Bridge Foreman. In filling the vacancy brought about by assigning Mr. Curry to fill the vacancy of Steel Bridge Foreman, Steel Bridgeman J. G. Wills was assigned by the Carrier to fill the position of Assistant Steel Bridge Foreman during the above period.

H. C. Witt has a seniority date of July 7, 1925, and J. G. Wills has a seniority date of March 2, 1934, as a Steel Bridgeman.

Agreement between the parties is by reference made a part of this Statement of Facts.

POSITION OF EMPLOYEES: Article 5, Rule 4, of the current agreement provides as follows:

**"ARTICLE 5. PROMOTIONS AND BULLETINS. BRIDGE
AND BUILDING DEPARTMENT**

Rule 4. Vacancies may be filled temporarily as soon as reasonable practicable pending permanent assignment, or return of assigned individual whose absence creates the vacancy.

Actual placement of men assigned to bulletined positions should be made without unnecessary delay, but may be done not later than the beginning date of the next semi-monthly payroll period,

or covered by the current agreement between the parties involved. The correct classification is "Lead Steel Bridgeman." See Article 1, Rule 3; Article 3, Rule 20, and Rates of Pay, Steel Bridge Gang, page 31 current agreement.

The Carrier respectfully requests that the Board deny the claim.

OPINION OF BOARD: Carrier does not question the ability of Claimant Witt to have filled the temporary vacancy in position of Lead Steel Bridgeman. Under the facts and circumstances of this particular case, the claim should be sustained for the period May 17 to 31, 1946, inclusive.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the claim will be sustained in accordance with the Opinion.

AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 11th day of June, 1947.