

Award No. 9497

Docket No. SG-9070

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

**ATLANTA AND WEST POINT RAILROAD—THE WESTERN
RAILWAY OF ALABAMA AND GEORGIA RAILROAD**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Atlanta and West Point Railroad Company — The Western Railway of Alabama and Georgia Railroad in behalf of:

Mr. R. L. Bateman, Signal Maintainer, to be paid at his respective Maintainer's rate of pay from October 17 through October 31, 1955, during which time he was held out of service after being removed from the assignment of Signal Maintainer in the Signal Shop.

EMPLOYES' STATEMENT OF FACTS: Claimant R. L. Bateman was regularly assigned as Signal Maintainer on Section 4, with headquarters at Madison, Georgia.

Under date of September 12, 1955, Bulletin No. 45 was issued by Supervisor TT&S, C. S. Coggins, designating that headquarters of Section 4 was changed from Madison, Georgia, to Rutledge, Georgia.

Under date of September 30, 1955, Bulletin No. 50, issued by Supervisor TT&S, C. S. Coggins, and Supervisor TT&S, R. C. Neville, advised all concerned that Signal Maintainer G. D. Jackson had exercised his seniority rights under the existing agreement and had displaced Signal Maintainer R. L. Bateman, Section 4, Rutledge, Georgia, effective October 3, 1955.

Under date of October 3, 1955, Bulletin No. 51, issued by Supervisor, TT&S, C. S. Coggins, and Supervisor TT&S, R. C. Neville, advised all concerned that Signal Maintainer R. L. Bateman had exercised his seniority rights under the existing agreement and had displaced Signal Maintainer P. S. Daughtry, Section Signal Shop, Atlanta, Georgia, effective October 3, 1955.

On October 17, 1955, the following letter was directed to Signal Maintainer R. L. Bateman:

"Atlanta, Ga. — October 17, 1955.

MR. R. L. BATEMAN,
SIGNAL MAINTAINER:

disqualify him, although they agreed that he would have to be trained for the job. Being in same classification and his taking the job not being a promotion, it was not incumbent on carrier to train claimant or to assign men to assist him, as he was supposed to be qualified to do the work. Carrier could not be expected to have a signal supervisor sit with him and do the work, as he has other duties to perform. Neither can carrier sit idly by and permit a man to remain on a job and botch it up without taking action.

Petitioner may also take the position that claimant was disciplined without an investigation. Such was not the case, as he was not disciplined in any manner.

The claim is utterly without merit and for reasons stated above, we request that it be denied.

All data contained herein has been made available to Petitioner.

OPINION OF BOARD: The record before us reveals that this is not a discipline case, and the Discipline Rule, Article 7 of the effective Agreement is not applicable here. Neither does the record disclose that claimant was improperly removed from the position in the Signal Shop which he obtained through exercise of displacement rights and upon which he was permitted to remain for eleven days.

Since there was no position on which Claimant could place himself by virtue of his seniority during the period October 17 through October 31, 1955, the claim cannot be sustained.

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 Employee involved in this dispute are respectively Carrier and Employee 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of July 1960.