Award No. 12100
Docket No. SG-12308

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

> On behalf of the senior Assistant Signalman not working in the Signalman classification on the dates involved for the difference between his established rate of pay as an Assistant Signalman and that of a Signalman, which is $2.536 per hour, account relief job at the Silvis Classification Yard being blanked August 4 to 21, 1959, inclusive, in violation of the current Signalmen's Agreement, particularly Rules 15, 17-2(e), and 60. [Carrier's File: F-130-173]

EMPLOYES' STATEMENT OF FACTS: The Carrier maintains seven-day signal maintenance positions at the Silvis Classification Yard. At the time this dispute arose, Mr. M. P. White was the incumbent of the Relief Signal Maintenance position at Silvis, with the following assigned hours:

Saturdays and Sundays — (rest days of 1st trick) 6 A. M. to 10 A. M., 11 A. M. to 3 P. M.

Mondays and Tuesdays — (rest days of 2nd trick) 3 P. M. to 11 P. M.

Wednesdays — 7 A. M. to 3 P. M.

The assigned hours of the first trick are 6 A. M. to 3 P. M., with a meal period from 10 A. M. to 11 A. M. The assigned hours of the second trick are from 3 P. M. to 11 P. M.

Beginning December 13, 1959, the Carrier temporarily assigned Mr. White to relieve the Signal Foreman at the Silvis Signal Repair Shop, and his relief job at the Silvis Classification Yard was left vacant, resulting in a claim that has been progressed to this Board and subsequently assigned Docket No. SG-11779.

Mr. White was the successful bidder for the Foreman position on Gang No. 5 and he protected that assignment effective August 3, 1959, at Muscatine,

The employes contend that the Carrier cannot blank positions even though the Carrier does not require work to be performed thereon.

There is no rule in the Agreement providing that the Carrier must establish or maintain positions, much less relief positions. It is only where the Carrier desires to have work performed on a position is it necessary to fill it. In the instant case, no work was required or performed on Mr. White's relief position during his absence and, hence, no requirement that the position be filled. Rule 17, Section 2(e), clearly refers to ". . . to do the work necessary." There was no necessity for any work to be performed by the relief position on rest days of six or seven day assignments. In addition, at least one signalman was assigned on each of the days in this seven day operation. Rule 17, Section 2, by its "Note" refers to service, duties or operations necessary to be performed the specified number of days per week, **and not to the work week of individual employes.** When the Carrier did not deem it necessary to fill this relief position, we still had signalmen assigned on each day at Silvis on seven (7) days per week. Therefore, there was no violation of Rule 17, Section 2.

The employes refer to Rule 15. The unnamed claimant is seeking the difference in rates so it is clearly apparent he worked eight (8) hours per day, five days per week. Hence, there was no violation of Rule 15.

We submit on the basis of the facts and evidence in this docket the Carrier did not violate the Agreement and claim should be denied.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives, and by this reference is made a part hereof.

OPINION OF BOARD: The parties herein, the Agreement involved and the issues presented are the same as in our Award No. 12099, and, for the reasons stated in that Award we will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 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 24th day of January 1964.