



Award No. 17109  
Docket No. SG-17328

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION  
(SUPPLEMENTAL)

Jan Eric Cartwright, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN  
CENTRAL OF GEORGIA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

Carrier's action of bulletining and assigning the position of Signal Inspector (Bulletins J-3-66 and J-4-66 dated May 3 and 16, 1966, respectively) on a temporary instead of permanent basis was in error and should be corrected. This action, which followed Carrier's appointment of incumbent Signal Inspector J. B. Dumas to an official position not covered by the Signalmen's Agreement, also caused a similar error subject to correction because it resulted in another position being improperly considered temporary instead of permanent.

(Carrier's File: SIG 492)

**EMPLOYES' STATEMENT OF FACTS:** Following is a list of four men and the positions they held prior to the time the instant dispute arose:

L. J. Butler—Signal Supervisor: An official not covered by the Signalmen's Agreement.

J. E. Stewart—Assistant Signal Supervisor: An official not covered by the Signalmen's Agreement.

J. B. Dumas—Signal Inspector: An employee classified in Rule 2 of the Signalmen's Agreement.

B. F. Jones, Jr.—Traveling Signal Maintainer: An employee classified in Rule 6(a) of the Signalmen's Agreement.

Account Butler's absence due to illness (he subsequently retired), Carrier appointed Stewart to position of Signal Supervisor effective May 1, 1966.

Carrier appointed Dumas to Assistant Supervisor position, also effective May 1, 1966.

Asserting Dumas' appointment was a temporary basis, Carrier advertised his former Signal Inspector position as temporary on Bulletin J-3-66 dated May 3, 1966, then advised on Bulletin J-4-66 dated May 16, 1966, that Jones

It is a further fact that the payroll authority for the temporary position of Assistant Signal Supervisor-Construction expired on November 30, 1966, and since the leave of absence granted J. B. Dumas likewise expired November 30, 1966, Mr. Dumas returned to his regular assigned position as Signal Inspector. B. F. Jones, Jr., likewise returned to his regular assigned position as Traveling Signal Maintainer November 30, 1966. No claim or grievance was presented to Mr. V. L. Cosey with respect to Mr. B. F. Jones, Jr. or involving his position of Traveling Signal Maintainer.

The schedule agreement is effective July 1, 1950, as amended, and copy is on file with your Board. The Brotherhood has failed in all handlings on the property to cite any rule violation whatsoever of the schedule agreement. Not knowing of any rule, interpretation or practice that has been violated, the Carrier has denied this baseless amended claim in its entirety in all handlings on the property.

**OPINION OF BOARD:** A vacancy of Assistant Signal Supervisor occurred as a temporary position. This position was accepted by Signal Inspector Dumas which in turn opened for bid, temporarily, the Signal Inspectors' position.

The Organization contends that promotion to a position outside the Agreement to an official position (assistant signal supervisor) does not leave a temporary vacancy because the employee so promoted holds no right to his former position. However, employees so promoted may exercise displacement rights in accordance with Rules 43 and 33 of the Agreement.

Carrier contends the situation involved filling of a temporary position under Rule 40 of the Agreement.

The Organization failed to refute the application of Rule 40 on the property, therefore the claim should be denied.

**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 Agreement was not violated.

#### **A W A R D**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of May 1969.

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