



Award No. 17143

Docket No. SG-17602

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, 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:

- (a) On behalf of Mr. T. A. Johnson, regularly assigned to work Monday through Friday as Signalman in Gang No. 2 Southern Zone, for eight (8) hours' pay at the Signalman rate for each and every day September 7, 1966, and afterward that he was required to fill the vacant Signal Maintainer position at Wellington, Kansas, which was created when the former occupant of the job was promoted to Assistant Signal and Communication Supervisor.
- (b) On behalf of the senior Assistant Signalman (to be determined from a check of Company records) who should have been promoted to fill either the vacancy which was created by Mr. Johnson's absence from Gang No. 2 or the Wellington Signal Maintainer position, in accordance with the provisions of Rule 30(d). This claim is for the difference in pay between that which the Assistant Signalman earned on and after September 7, 1966, and a Signal Maintainer's monthly rate which is \$643.55. (Carrier's File: L-130-385. General Chairman's File: AV-384.)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose for two (2) reasons, 1-because the Carrier unilaterally required a regularly assigned gang employe, Claimant T. A. Johnson, to suspend work on his signalman position on Gang No. 2, and work the assignment of a regularly monthly rated signal maintainer on a maintenance territory, and 2-because the senior assistant signalman was not used to fill the signal maintainer vacancy in accordance with the provisions of Rule 30 (d).

On September 7, 1966, Carrier required Claimant T. A. Johnson to report to and fill the position of a monthly rated signal maintainer who had been promoted.

Claimant was filling the position when claim was filed on October 11, 1966.

For the period involved, Carrier unilaterally required Claimant to suspend work on his position in Gang No. 2 and work the position of a monthly rated signal maintainer at Wellington, Kansas.

use at the company's expense, no time will be allowed between the hours of 10:00 p.m. and 6:00 a.m., if such accommodations are available to them for five (5) or more continuous hours during that period.

When hotel accommodations are available at point to which sent, no time will be allowed other than that consumed in traveling on trains, waiting for trains, or time actually worked, between the end of the regular working hours of one day and the beginning of the regular hours of the following day.

The term 'traveling or waiting' as herein used means traveling on trains or waiting for trains while en route. Traveling on track motor cars including delays while en route will be paid for as if actually working. Traveling in company owned trucks or company owned automobiles will be paid for as if actually working.

Actual necessary expenses will be allowed all employees covered by this rule while away from headquarters.

3. On September 1, 1966 claimant was displaced from his regular position as Signal Maintainer at Enid, Oklahoma, by a senior employee exercising his seniority in accordance with the rules of the current Signalmen's Agreement in effect on this property.

4. Thereupon, claimant bid in and was assigned to a vacancy as a Signalman on Gang No. 2. This job was advertised in Bulletin No. 16 dated August 20, 1966 and claimant (the successful bidder for such job) was assigned thereto effective September 5, 1966.

5. However, before being instructed to report to Gang No. 2 claimant was used as an unassigned employee on September 1 and 2 with Crew No. 11 at El Reno, Oklahoma. After the Labor Day weekend and holiday (September 3, 4 and 5) claimant was instructed by the Carrier to fill (pending bulletin assignment) the vacancy created at Wellington, Kansas, by that employee's promotion to a supervisory position with the Carrier.

6. Claimant worked at Wellington from September 6, 1966 until October 10, 1966, when he was instructed to report to Gang No. 2 for the signalman's assignment.

7. To avoid burdening the record, Carrier has not included copies of the correspondence presented on the property concerning this claim as it is anticipated the Brotherhood will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Brotherhood's reproduction of such correspondence.

8. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: On September 1, 1966, Claimant Johnson was displaced from his regular position as Signal Maintainer at Enid, Oklahoma,

by a senior employe exercising his seniority rights. Thereupon, Johnson bid in and was assigned to a vacancy as signalman on Gang No. 2, which job was advertised in bulletin dated August 20, 1966, and Claimant Johnson (the successful bidder for the job) was assigned thereto effective September 5, 1966. Before being instructed to report to Gang No. 2, Johnson was used as an unassigned employe on September 1 and 2 with Crew No. 11 at El Reno, Oklahoma. Effective September 6, 1966, Johnson was instructed to fill, pending bulletin assignment, a vacancy created at Wellington, Kansas, by that employe's promotion to a supervisory position with the Carrier. Claimant Johnson worked at Wellington from September 6, 1966, until October 10, 1966, when he was instructed to report to Gang No. 2 for the signalman's assignment.

The Petitioner contends that the Carrier violated the Agreement when it required Claimant Johnson to work off his assignment in Gang No. 2 in protecting the vacancy at Wellington. Awards 16278 and 16931, involving the same parties, have disposed of similar contentions by the Petitioner. Those Awards are controlling herein and Part (a) of the claim will be denied.

With respect to Part (b) of the claim, any rights that the senior assistant signalman might have under Rule 30(d) were not developed to a point on the property that would permit a decision. Therefore, this portion of the claim will be dismissed.

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 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 (a) denied; Claim (b) dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1969.