NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 21845
THIRD DIVISION Docket Number SG-21643

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Burlington Northern Inc.

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern:

On behalf of Assistant Signalman G. R. Saathoff, Lincoln, Nebraska, for the top-rate Assistant Signalman pay from December 30, 1974 until he is properly paid the top-rate assistant rate of pay.

/General Chairman file: AV-232 BN. Carrier file: SI-68 5/1/757

OPINION OF BOARD: On July 22, 1974, while Claimant was working the Class 5 seniority position of Assistant Signalman at the 4th step of his training, a position of CTC Maintainer at Plattsmouth, Nebraska was bulletined. The CTC Maintainer position was a Class 5 seniority position and thus higher rated than the Assistant Signalmen's position. Claimant worked the CTC Maintainer position until December 30, 1974 when he was displaced by a senior employe. He then reverted to a position of Assistant Signalman, 4th step. The time worked as a CTC Maintainer was credited to the training period he would have been in had he not been promoted.

It is the Organization's position that Rule 30 of the current Agreement between the parties was violated when Claimant was not paid the highest, i.e. 8th step, Assistant Signalman's rate of pay during the period he worked as an Assistant Signalman subsequent to December 30, 1974. The claim is premised on the Organization's contention that by successfully working the CTC Maintainer position, Claimant completed the training required by Rule 30. And inasmuch as no position in seniority class 4 was open to him, consistent with the requirements of Rule 30(O), Claimant was entitled to the highest Assistant Signalman's rate of pay.

This Board is unable to find support for the instant claim in Rule 30. Rule 30 provides for payment of the highest Assistant Signalman's rate of pay only to those employes who complete sir periods of 130 days, or who successfully pass the required examination. When Claimant was displaced from the CTC Maintainer position on December 30, 1974, he had neither completed the sir aforementioned training periods nor had he passed an examination. He was in the third training period, compensation for which is paid for at the 4th step. Merely because Claimant was not disqualified from the CTC Maintainer position, this

does not obviate the clear language of Rule 30. Claimant had not completed the requisite six training periods and was thus not entitled to the highest Assistant Signalman's rate of pay. This Board is unable to find any language in Rule 30 providing that an employe who is assigned to a higher-rated class 4 position, and who subsequently returns to work as au Assistant Signalman, shall be paid the highest Assistant Signalman's rate although he has not completed the training required by Rule 30. We consider the requirements of Rule 30 clear and unambiguous, and obviously applicable to the claim before us. We have no alternative but to apply these contractual provisions as written. Claimant did not comply with the provisions thereof during the period of claim, and was thus not entitled to the highest Assistant Signalman's rate of pay.

FINDING: 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 weaning 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: A. W. Panka
Executive Secretary

Dated *at* Chicago, Illinois, this 6th day of January 1978.