

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **24165**
Docket Number **SG-23458**

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Central of Georgia Railroad Company)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company that Carrier be required:

(a) To rebulletin the position of **Traveling** Signal Maintainer, **headquarters** Columbus, Georgia that was **abolished** on bulletin **S-13310** all signal employees on the Central of Georgia Railroad. That **signal** employees affected by the **Traveling Signal** Maintainer position being **rebulletined**, be returned to **their** former permanent position **unless** they have bid in a higher class and **that they be paid any expense** incurred returning to their former position.

(b) To pay the employee assigned, presently P. R. Worthy or his successor, to the signal maintainer position at Columbus, **Georgia** at the monthly rate as provided in Rule **49**, covering **Traveling** Signal Maintainers. claim for pay is to **start January 8, 1979** and is to **continue** until settled or until the position is rebulletined as a Traveling Signal Maintainer."

OPINION OF BOARD: **The Organization notes that Rule 6 defines a Traveling Signal Maintainer as well as a Signal Maintainer and Rule 64 precludes the discontinuance of an established position and creation of a new position under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of Agreement Rules.**

The Organization then asserts that when **J. J. Andrews** retired as a **Traveling Signal Maintainer** in **1978** the **Carrier abolished that position** and **in** the same bulletin, it advertised an hourly rated **Signal Maintainer** position concerning roughly the same territory. **Thereafter some** procedural matters arose and were handled however this dispute presents the question of whether **or not** the Company has violated the basic Agreement by its action of altering the identity of the position.

There is no question that the economic **amounts** paid to a **Signal Maintainer** on a **regular** hourly basis with **no overtime** is **significantly** less than the **amount** of monthly compensation which would be paid to a **Traveling Signal Maintainer**. But that does not dispose of the case. Surely, a Carrier need not necessarily maintain a position indefinitely if the character of the work requirements have altered. Here, the Organization has an obligation to show, by a substantive preponderance of the evidence, that the Rules have been violated. **In** fact, the indications of **record** show that **there is** no

significant amount of travel involved for the position and thus it is **appropriate**, under the language of the contract and **various** cited Awards, to permit the Carrier to function in the manner it did.

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

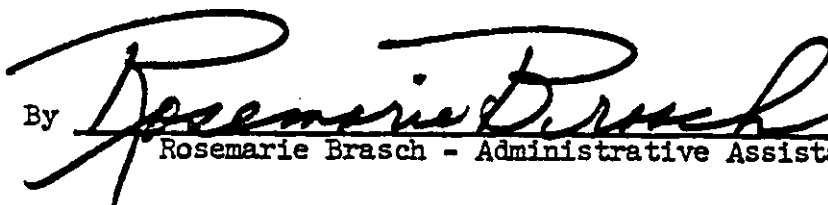
That the **Agreement** was not **violated**.

A W A R D

Claimdenied.

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

ATTEST: Acting **Executive** Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of February 1983.

