

The Third Division consisted of the regular members and in addition Referee William E. Fredenberger, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (former C&O)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (C&O):

(a) Carrier violated the parties' Schedule Agreement, as amended, particularly the intent of Seniority Rule 33 and Awarding Positions Rule 52, when on April 18, 1988, Division Engineer Rahmes issued Award Bulletin No. SIGRI-88-1 A reading in pertinent part: ' . . . position of Signal Maintainer with headquarters at Sabot, VA is cancelled account of no qualified bidders.'

(b) As a consequence of the above violation, Carrier should now be required to issue a correction to Richmond Seniority District Bulletin SIGRI-88-1 A dated April 18, 1988 awarding the position of Signal Maintainer Working Independently to D. M. Megginson, ID No. 619980, and pay Claimant Megginson the difference between Signalman/Signal Maintainer rate of pay of \$14.13 per hour and the rate of pay of Signal Maintainer Working Independently of \$14.20 per hour, including all overtime accruing to the involved position.

(c) Inasmuch as this is a continuing violation, said claim is to be retroactive 60 days from date of filing (May 9, 1988) and is to continue until such time as Carrier takes necessary corrective action to comply with violation cited in part (a) and remedy claimed in part (b) above." Carrier file 15-33 (88-40) G.C. File 88-25-CD.

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On March 14, 1988, the Carrier advertised the position of Independent Signal Maintainer headquartered at Sabot, Virginia. There were three applicants for the position, including Claimant who under Agreement provisions was the senior applicant. By letter of April 18, 1988, the Carrier cancelled the advertisement asserting that there were no qualified bidders for the position.

The Claim in this case was filed on May 9, 1988, and on July 13, 1989, the Carrier again advertised the position but the Claimant did not bid.

The Claim was denied and the Organization appealed the denial to the highest officer of the Carrier designated to handle such disputes who also declined the Claim on the basis that Claimant was not qualified for the position. The Claim was then submitted to this Board for final and binding determination.

Rule 25 of the Agreement provides in pertinent part that "[E]mployees assigned to or filling vacancies on Independent Signal Maintainer positions . . . will respond promptly when called." The Rule also provides that the incumbent of that position will be called first for work outside regularly assigned hours and contemplates that an employee generally will be available for such work. Claimant resided in Charlottesville, Virginia, 62 miles and one and one-half hours travel time from Sabot. Additionally, Claimant lived fifty-three miles from the west end of the territory and seventy-one miles from the east end. For that reason the Carrier refused to accept Claimant's bid for the position.

In the final analysis, the record of handling on the property submitted to this Board by the parties contains no evidence to support the Claim as presented. It follows that the Claim in this case has no merit.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dyer - Executive Secretary

Dated at Chicago, Illinois, this 7th day of May 1992.