

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 32527
Docket No. SG-32861
98-3-96-3-211

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc. (former Baltimore and
(Ohio Railroad Company)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation Company (B&O):

Claim on behalf of F. E. Clawson for payment of the difference between his current pay rate and the Signal Foreman's pay rate, and for establishment of Signal Foreman's seniority, beginning April 24, 1995, account Carrier violated the current Signalmen's Agreement, particularly Agreement No. S-069-87, when it did not advertise a vacant Signal Foreman position at the Savannah Signal Shop. Carrier's File No. 15(95-188). BRS File Case No. 9805-B&O."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

The Claimant in this case was assigned to a position in the Lead Signalman/Signalman class at Carrier's Consolidated Signal Shop. On April 24, 1995, the employee assigned to the B&O allocated Foreman's position vacated that position. The Carrier did not bulletin the position. The Organization presented a claim on June 5, 1995 alleging that the Carrier violated the 1987 Signal Shop Implementing Agreement when it did not advertise the vacant Foreman's position. The Carrier responded that, while Section 4 of the Implementing Agreement provided that three Foreman positions would be allocated for initial filling, nothing in the Agreement required that Carrier maintain all three positions.

A careful review of the record indicates that nothing in the Implementing Agreement signed by the Parties requires that Carrier maintain its force at the level initially established. The Organization cited Section 25 of the Agreement in support of its position. That section provides that in the event of abolishment of positions or force reductions, the position of the junior employee in the class of work involved will be abolished first. In the instant case, however, the employee formerly occupying the position voluntarily vacated it, removing the necessity of Carrier's selecting the position occupied by the junior employee for abolishment. Accordingly, the provisions of Section 25 are inapplicable.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of March 1998.