

**Form 1**

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 34225  
Docket No. TD-34713  
00-3-98-3-368**

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

**(American Train Dispatchers Department/  
( International Brotherhood of Locomotive Engineers  
PARTIES TO DISPUTE: (  
(Soo Line Railroad Company**

**STATEMENT OF CLAIM:**

**“Claim the difference in pay between the straight time rate of pay earned and the overtime rate of pay at the dispatchers rate for the following dates: August 8, 11, 12, 13, 14, 15, 18, 20, 21, 22, 25, 26, 27, 28, 29 and September 1, 2, 3, 4, 1996. This Claim submitted account Mr. Leacock was senior bidder on temporary vacancy on 3rd trick Missouri ad the Carrier refused to award him the position, holding him on his regularly assigned position. Hence we claim the overtime rate of pay for being held off position while the Carrier worked junior employees on the vacancy that Mr. Leacock bid in.”**

**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.**

**On July 16, 1996, the Parties signed an Implementing Agreement which provided for the transfer of Carrier's Train Dispatching function for the Soo Line District from**

Milwaukee, Wisconsin to Minneapolis, Minnesota, effective August 1, 1996. The Claimant reported to work for his position in Minneapolis on August 4, 1996. Prior to that date, a temporary position was bulletined in Milwaukee, with closing date of July 31, 1996. By letter of September 19, 1996, the Organization submitted a claim in which it alleged that the Carrier should have awarded the Claimant the Milwaukee position, since his seniority was greater than the employee actually placed in the position.

On October 15, 1996, the Carrier denied the claim. In that denial it pointed out that the bulletin for the temporary position in question closed on August 1, 1996. Moreover, according to the Agreement, the Carrier had until August 8, 1996 to place the successful bidder on the job. Thus, the Carrier maintains that, since the Claimant was already protecting his position in Minneapolis as of August 4, 1996, he was unavailable for the temporary position. The Organization contends that, notwithstanding the relocation, the senior bidder should have been awarded the temporary position at issue.

The Board has reviewed the facts in this case carefully. It is unrefuted that the Organization agreed with the relocation of regular assignments from Milwaukee to Minneapolis. The Claimant protected his regular assignment, located in Milwaukee, until August 1, 1996. He continued to protect his regular assignment, which by agreement had its location changed, on August 4, 1996. Accordingly, the Claimant was unavailable to assume a temporary position bulletined in Milwaukee while protecting his regular assignment in Minneapolis.

**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 23rd day of August, 2000.