

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37612
Docket No. SG-37977
05-3-03-3-405**

The Third Division consisted of the regular members and in addition Referee Robert Richter 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, Inc. (CSXT):

Claim on behalf of P. F. Kirian, for 13 hours and 25 minutes overtime at the time and one-half rate, account of Carrier violated the current Signalmen's Agreement, particularly Rule 47, section 7(d), and CSXT Labor Agreement 15-18-94, when the Claimant was awarded a Signalmen's position and Carrier held him 20 working days on his former position after the assignment date to his new position. Carrier's File No. 15(02-0162). General Chairman's File No. TI-03-11-02. BRS File Case No. 12653-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.

This dispute developed as a result of the Claimant being awarded the position of Signalman in Maintenance of Force #7GDS on May 17, 2002. The Claimant was held on his old job until July 19, 2002.

The Organization filed this claim asserting that the Carrier violated Rule 47, as well as CSXT Labor Agreement No. 15-18-94, which read, in relevant part, as follows:

“RULE 47

ASSIGNMENTS - HOW MADE

* * *

- (d) If the successful applicant is not transferred to the new assignment within (5) days after the date of the assignment bulletin through no fault of his own his compensation will be equal to what he would have earned on the new assignment, but not less than what he receives on the old assignment; if not transferred within (20) days after the date of the assignment bulletin through no fault of his own, he will thereafter be paid one dollar (\$1.00) additional for each day worked until transferred.

CSXT Labor Agreement No. 15-18-94 - Article II-C. Bulletins

* * *

- (2) If the successful applicant is not released within 20 calendar days of the assignment date as listed in the award bulletin through no fault of his own, he will thereafter be paid \$15.00 for each day worked until transferred.”

Rule 47 is clear and unambiguous. If the Claimant was not transferred to the new job within five days he was to be allowed the wages of the new job or the old job, whichever is greater. The Claimant is not entitled to any of the additives for

travel pay, driving the truck or per diem of the new job. When the Claimant was held on his old job more than 20 calendar days he was to be allowed \$15.00 for each workday so held.

The record before the Board is unclear as to just what the Claimant was paid. Therefore the claim is remanded to the parties to determine the amount that the Claimant is entitled to in accordance with Rule 47. Again the Claimant is not entitled to any of the arbitraries which are attached to the job.

AWARD

Claim sustained in accordance with the Findings.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 22nd day of September 2005.