

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37614
Docket No. SG-37982
05-3-03-3-408**

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 T. L. Smale II, for 1 hour per day for driver's pay; one half hour per day for travel for a total of 30 hours; \$37.40 per day for per diem for 20 days, and \$51.03 per week for the weekend travel allowance for 4 weeks, 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 system construction position and Carrier held him 25 working days on his former position after the assignment date to his new position. He was awarded the position May 23, 2002, with an assignment date of May 27, 2002, and was held on his maintenance position until July 1, 2002. Carrier's File No. 15(02-0159). General Chairman's File No. TI-02-11-20. BRS File Case No. 12655-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 on May 23, 2002 when the Claimant was awarded a position on Signal System Construction Gang 7XA6, but 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 five (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 twenty days (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.”

The claim seeks one hour per day for driver’s pay, as well as per diem and weekend travel allowance that was paid to employees working on the Claimant's new job.

Rule 47 is clear and unambiguous as to what an employee is entitled to when held off of his new assignment. It does not include what is claimed in this case. To be entitled to arbitrates an employee must actually work the job.

The Agreement was not violated.

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 22nd day of September 2005.