

Award No. 11005

Docket No. SG-10612

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ILLINOIS CENTRAL RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Illinois Central Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement as amended (particularly Sections 32, 33, 34, 36, 64, 68, 69, 71, 90, and others), when it failed to transfer senior Assistant Signalman W. N. Travis to fill a vacancy as top rate Assistant Signalman while it was being bulletined and assigned to the successful bidder and, instead, hired Mr. S. T. Smith and appointed him to the un-bulletined position and paid him the top rate Assistant Signalman's rate of pay.

(b) The Carrier now compensate W. N. Travis the difference between the rate of pay he was paid and that of top rate Assistant Signalman for a number of hours equivalent to the number of hours that S. T. Smith worked and was paid at the top rate Assistant rate of pay. [Carrier's File No. 135-703-49, cy 135-322-45.]

EMPLOYEES' STATEMENT OF FACTS: On March 21, 1955, claimant W. N. Travis was employed by this Carrier and held seniority on the New Orleans Terminal, Vicksburg and Louisiana Division, with a seniority date in the Assistant Signalman's class of February 18, 1953. Claimant Travis' rate of pay in that class was \$1.845, which he had accumulated on the step rate provided in Section 71 of the agreement.

Following the completion of the signal installations on the New Orleans Union Passenger Terminal property, Signal Supervisor T. J. Kremer, of this Carrier's New Orleans, Vicksburg and Louisiana Division, was also assigned as Signal Supervisor for the New Orleans Union Passenger Terminal, which is a separate Carrier and the employees on that property are under distinctly different and separate agreements and likewise are on separate seniority rosters. Seniority is not interchangeable from one roster to another, nor can employees leaving one roster carry their seniority to the other roster.

In March of 1955, Supervisor T. J. Kremer was required to reduce forces on the New Orleans Union Passenger Terminal, a separate Carrier

This claim is wholly without merit and it should be denied.

All relevant facts and arguments involved in the dispute have heretofore been made known to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 21, 1955, the Carrier assigned S. T. Smith, a new employee, to a new but temporary assistant signalman's position. On April 15, 1955, the position was bulletined and Mr. Smith and two signal helpers made application (another Assistant Signalman also made application but subsequently withdrew his bid). The Claimant is an assistant signalman in the fifth period of this 8 periods of 130 days of 8 hours as provided in Article 6, Section 71 of the Agreement. Mr. Smith was placed in the assistant signalman's position at the top rate. The claim is for the difference in pay. While the Carrier did not bulletin the position within the time limits required by Section 68, the Claimant was not harmed thereby as he did not make application under the bulletin.

It is contended on behalf of this Claimant that he should have been transferred to the new position. The record does not disclose that a request for transfer was made, and Sections 36 and 64 of the Agreement do not confer upon the Carrier the unilateral right or duty to make transfers. But even if the transfer had been made there does not appear to be any provision of the Agreement that would have automatically advanced his pay from that of the fifth period to the top rate as provided in Article 6, Section 71. A careful examination of the Agreement fails to disclose any provision that supports this Claimant's request for the difference in pay between that paid Mr. Smith and that paid him.

Throughout the submission it is argued that the Agreement was violated with respect to the rights of the senior signal helpers, and it was urged during panel discussion that the claim be allowed for the senior signal helper. If we were to substitute such name for that of the named Claimant we would be making such a substantial change as to result in a new claim. As such claim has not been handled on the property in the usual manner we must refrain from making any findings here with reference thereto.

Based on the record before the Division we have concluded that the claim is without merit.

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

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims (a) and (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of December 1962.