



Award No. 18651

Docket No. SG-18926

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William M. Edgett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood Signalmen on the Union Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreements, particularly Section 13 of the Agreement of February 10, 1958 (Consolidated Shop Agreement) and Rule 36 of the Agreement of April 1, 1962, when it refused to assign Mr. L. S. Weaver to position of Relay Repairman advertised in Bulletins GSE-8-68 and GSE-9-68.

(b) That the Carrier pay Mr. Weaver at the Relay repairman's rate for all time that he has been unjustly held from this bulletined position continuing until he is assigned to that position or is disqualified under Section 13 of the aforementioned Agreement of February 10, 1958.

EMPLOYES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of April 1, 1962 which is by reference made a part of the present record. Particularly pertinent to this dispute is Rule (36a) thereof reading:

"Rule 36. Filling Vacancies and New Positions.

(a) In filling vacancies and new positions, ability being sufficient, seniority will govern."

There is also an agreement in effect between the parties bearing an effective date of February 10, 1958, known as the Consolidated Signal Shop—Pocatello Agreement.

Pertinent here are Sections 1, 2 and 13.

"Section 1. There is to be established sometime after March 1, 1958, at Pocatello, Idaho, a Consolidated Signal Shop to handle work heretofore performed in signal shops at Omaha, Los Angeles, Albina and Pocatello."

"Section 2. The purpose of this agreement is to provide for the manning of positions in the Consolidated Signal Shop at Pocatello, and the initial transfer of personnel to Pocatello from other points."

the determination for denying the claimant the assignment to the position of relay repairman with responsible officers and supervisors, Chief Engineer Brown declined the claim, copy attached as Carrier's Exhibit "F."

Further correspondence was exchanged on the property as concerns the merits of the claim as follows:

General Chairman Wollbrinck's letter of September 25, 1969 to Chief Engineer Brown, copy attached as Carrier's Exhibit "G".

Chief Engineer Brown's letter dated October 24, 1969 to General Chairman Wollbrinck, copy attached, as Carrier's Exhibit "H".

General Chairman Parson's letter of December 22, 1969 to Chief Engineer Brown, copy attached as Carrier's Exhibit "I".

Chief Engineer Brown's letter of January 28, 1970 to General Chairman Parsons, copy attached as Carrier's Exhibit "J". The merits of the claim were discussed in conference between the parties on several occasions; however, no conclusions were reached.

(Exhibits not reproduced.)

OPINION OF BOARD: Rule 36(a) provides:

"(a) In filling vacancies and new positions, ability being sufficient, seniority will govern."

The Organization takes the position that a trial period of forty-five days is mandatory. There is no provision in the agreement requiring Carrier to give the employe such a trial and in the absence of evidence of probative value that the claimant possesses "sufficient" ability the claim must be denied.

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois this 23rd day of July 1971.

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