

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20989  
Docket Number SG-20921

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Houston Belt & Terminal Railway Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Houston Belt & Terminal Railway Company:

For and on behalf of R. M. Sanders for the difference in pay of his present position of Maintenance Foreman (\$1,164.56 per month) and that of his former position of Circuit Designer (\$1,182.63 per month), plus an additional payment of \$1,182.63 per month (the rate of his former position now being worked by former Supt. Signals and Communications T. J. Meredith); and, claim for and on behalf of D. J. Hill for the difference in pay of his present position of Signal Maintainer (\$1,146.52 per month) and his former position of Maintenance Foreman (\$1,164.56 per month). These amounts are due as a result of the Carrier permitting T. J. Meredith to exercise displacement rights in violation of Rules 405 and 414 of the Signalmen's Agreement - which act has resulted in a violation of the Scope Rule. The claims to be effective July 9, 1973 and to continue until such time as each person displaced as a result of the Carrier's improper act is returned to his former position.

OPINION OF BOARD: This claim is based on the contention that Carrier violated its Agreement with the Signalmen by permitting T. J. Meredith to exercise displacement rights in the Signalmen's bargaining unit - - in which he formerly worked - - after he had resigned from his official position as Superintendent of Signals and Communications on the same property. Agreement Rule 414 states in pertinent part:

"Employees promoted to official positions with this Carrier .....shall retain and continue to accumulate seniority in all classes where established. Within thirty (30) calendar days from date of release from such positions, such employees must exercise displacement rights in accordance with Rule 408; failure to do so will cause forfeiture of all seniority and rights under this Agreement."

Meredith exercised his accumulated seniority in a proper and timely manner when he "returned to the ranks" and displaced R. M. Sanders from his Signal Circuit Designer position effective July 9, 1973. Contrary to the Organization's contention, Carrier's acceptance of Meredith's resignation as Superintendent constituted a "release" from this official position within the meaning of Agreement Rule 414. The first so-called displacement by Meredith (involving Signal Inspector I. D. Baxely) was not effective because it was not put in writing.

The claim with respect to D. J. Hill is based on the contention that Hill's displacement by R. M. Sanders was improper because Sanders should not have been displaced by Meredith. However, since we find that Meredith's displacement of Sanders did not involve any Agreement violations, it follows that there is no Agreement support for that portion of the claim dealing with Hill.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulson  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of March 1976.