

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24165
Docket Number SG-23458

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Central of Georgia Railroad Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company that Carrier be required:

(a) To rebulletin the position of Traveling Signal Maintainer, headquarters Columbus, Georgia that was abolished on bulletin S-133 to all signal employees on the Central of Georgia Railroad. That signal employees affected by the Traveling Signal Maintainer position being rebulletined, be returned to their former permanent position unless they have bid in a higher class and that they be paid any expense incurred returning to their former position.

(b) To pay the employee assigned, presently P. R. Worthy or his successor, to the signal maintainer position at Columbus, Georgia at the monthly rate as provided in Rule 49, covering Traveling Signal Maintainers. Claim for pay is to start January 8, 1979 and is to continue until settled or until the position is rebulletined as a Traveling Signal Maintainer."

OPINION OF BOARD: The Organization notes that Rule 6 defines a Traveling Signal Maintainer as well as a Signal Maintainer and Rule 64 precludes the discontinuance of an established position and creation of a new position under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of Agreement Rules.

The Organization then asserts that when J. J. Andrews retired as a Traveling Signal Maintainer in 1978 the Carrier abolished that position and in the same bulletin, it advertised an hourly rated Signal Maintainer position concerning roughly the same territory. Thereafter some procedural matters arose and were handled however this dispute presents the question of whether or not the Company has violated the basic Agreement by its action of altering the identity of the position.

There is no question that the economic amounts paid to a Signal Maintainer on a regular hourly basis with no overtime is significantly less than the amount of monthly compensation which would be paid to a Traveling Signal Maintainer. But that does not dispose of the case. Surely, a Carrier need not necessarily maintain a position indefinitely if the character of the work requirements have altered. Here, the Organization has an obligation to show, by a substantive preponderance of the evidence, that the Rules have been violated. In fact, the indications of record show that there is no

significant amount of travel involved for the position and thus it is appropriate, under the language of the contract and various cited Awards, to permit the Carrier to function in the manner it did.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 15th day of February 1983.

