

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(CSX Transportation, Inc.
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (C&O):

Claim on behalf of Signalman Dennis E. Wotchko, headquartered at Dearborn, Michigan, with assigned hours 7:30 a.m. to 4:30 p.m. with a one hour meal period 11:30 a.m. to 12:30 p.m. rest days Saturday and Sunday:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 221,b, the relief rule, when, on December 19, 1986, senior employee Mr. Wotchko was denied the opportunity to work the foreman's position while Foreman Abner was on vacation.

(b) Carrier should now be required to: Pay Mr. Wotchko 12 hours Foreman's pay minus 4 hours Signalmen's pay. G.C. file 87-9-PM. Carrier file 15-221 (87-16)."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

The essential facts in this Claim show that the Claimant, who had been on furlough, notified the Carrier that he intended to exercise "... displacement rights under the provision of S and C Rule 407(e)..." on Friday, December 19, 1986. His action, if consummated, would have displaced a junior signalman who had been assigned to fill the position of the Foreman since the beginning of the work week beginning on Monday, December 15, 1986. The signal gang's work week consisted of four nine (9) hour days, Monday through Thursday and one four (4) hour day on Friday.

The evidence shows that the Carrier properly assigned Signalman Hamrich to relieve the vacationing Foreman during the week of December 15, 1986. Rule 12(b) of the parties' Agreement provides that absences from duty that arise because an employee is on vacation are not considered to be a vacant position. Thus, under the circumstances that we find in this case, the Foreman's position was filled by the senior qualified available employee from the proper source.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Beyer - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1990.