

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37615
Docket No. SG-37983
05-3-03-3-409**

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

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

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation, Inc. (CSXT):

Claim on behalf of S. M. Welsh, for one-half hour pay per day for travel, for a total of 3 hours pay; \$37.40 per day for per diem; and \$51.03 per week for the weekend travel allowance paid on June 4 and June 8, 2002, in his absence, account of Carrier violated the current Signalmen's Agreement, particularly Rule 47, Section 7(d), and CSXT Labor Agreement 15-18-94, when the Claimant was awarded a system construction position on May 21, 2002, with an assignment date of May 27, 2002 and Carrier held him on his former maintenance position until June 10, 2002. Carrier's File No. 15(02-0158). General Chairman's File No. TI-02-11-02. BRS File Case No. 12656-B&O."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee 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 were given due notice of hearing thereon.

This dispute developed beginning May 21, 2002 when the Claimant was assigned a position on Signal System Construction Gang 7XH3. The Claimant was held on his old assignment until June 10, 2002.

The Organization filed this claim alleging that the Carrier violated Rule 47, as well as CSXT Labor Agreement No. 15-18-94, which read, in relevant part, as follows:

**"RULE 47
ASSIGNMENTS - HOW MADE**

* * *

d. If the successful applicant is not transferred to the new assignment within five (5) days after the date of the assignment bulletin through no fault of his own his compensation will be equal to what he would have earned on the new assignment, but not less than what he receives on the old assignment; if not transferred within twenty days (20) days after the date of the assignment bulletin through no fault of his own, he will thereafter be paid one dollar (\$1.00) additional for each day worked until transferred.

CSXT Labor Agreement No. 15-18-94 - Article II-C. Bulletins

* * *

- (2) If the successful applicant is not released within 20 calendar days of the assignment date as listed in the award bulletin through no fault of his own, he will thereafter be paid \$15.00 for each day worked until transferred."

The claim is for the per diem and the weekend travel allowance that was paid to employees working on the Claimant's new job.

Rule 47 is clear and unambiguous as to what an employee is entitled to when held off of his new assignment. It does not include what is claimed in this case. To be entitled to arbitrations, an employee must actually work the job.

The Agreement was not violated.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 22nd day of September 2005.