

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43266  
Docket No. MS-42616  
18-3-NRAB-00003-140359**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

(Larry W. Smith II

**PARTIES TO DISPUTE:** (

(Illinois Central Railroad

**STATEMENT OF CLAIM:**

“Claim on behalf of L.W. Smith II, for compensation for all straight time hours, overtime hours, and pay for Saturdays allowed to Traveling Maintainers beginning on the day he began working the Signal Maintainers position advertised by Bulletin 14-13 and continuing until the dispute is resolved, account Carrier violated the current Signalmen’s Agreement, particularly Rule 18(b), when it discontinued the Traveling Maintainer’s position assigned to the territory referenced in Bulletin 14-13 and in its place established a Signal Maintainer position responsible for the same assigned territory for the purpose of reducing the rate of pay of that position. Carrier’s File No. IC-BRS-2013-00005. General Chairman’s File No. IC-005-13.”

**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.

The Organization thereafter filed the instant claim on behalf of the Claimant, alleging that the Carrier violated Rule 18(b) of the Agreement when it issued a bulletin advertising a Signal Maintainer position that previously had been classified as a Traveling Maintainer position, allegedly for the sole purpose of reducing the position's rate of pay. The Carrier denied the claim. The Claimant subsequently filed a Notice of Intent to progress this matter before the Board.

The Claimant contends that the instant claim should be sustained in its entirety because the Carrier violated the Agreement when an established Traveling Maintainer position was discontinued and re-bulletined as a Signal Maintainer position, because the Signal Maintainer position covers the same territory and class of work as the established Traveling Maintainer position, because the only difference in these positions is the reduced rate of pay for the Signal Maintainer positioner, and because the Carrier cannot discontinue a position and create a new one covering the same class of work but under different title for the purpose of reducing the rate of pay or avoiding the application of Agreement rules. The Carrier contends that the instant claim should be denied in its entirety because the Claimant has failed to meet his burden of proof, because the Carrier did not violate the Agreement when it discontinued the Traveling Maintainer position and bulletined the Signal Maintainer position in January 2013, because the Carrier did not take this action for the purpose of reducing the rate of pay or avoiding the application of Agreement rules, and because the requested remedy is excessive and without Agreement support.

The parties being unable to resolve their dispute, this matter came before the Board.

This claim was processed by the individual Claimant since the Organization had refused to progress this case to the Division. The Claimant failed to appear at the oral argument of this case that was set for June 7, 2018. The Board and the Neutral waited for a half hour and the Claimant did not appear.

Since the Claimant failed to appear to argue his case, the Board has no choice but to dismiss the claim with prejudice.

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**AWARD**

**Claim dismissed.**

**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 26th day of June 2018.**