

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45051
Docket No. SG-45088
24-3-NRAB-00003-230313**

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the CSX Transportation (formerly C&O, Chesapeake District):

Claim on behalf of R. C. Gibson, for assignment to the Contract Trainer’s position he displaced on, and the difference in pay, including per diem and lost expenses, between that of the Contract Trainer’s position and that of his current position from June 27, 2016, until he is assigned to the Contract Trainer’s position; account Carrier violated the current Signalmen’s Agreement, particularly Rules 38, 41, Labor Agreement 15-036-07 ESS Agreement, and Labor Agreement 15-55-99 Contract Trainer, when on June 27, 2016, Carrier improperly denied the Claimant the opportunity to exercise his seniority to a position he was qualified to hold, thereby causing him a loss of work opportunity. Carrier’s File No. 2016-210179. General Chairman’s File No. 16-38-CD. BRS File Case No. 15839-C&O(CD). NMB Code No. 128.”

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.

At the time this dispute arose, the Claimant was assigned as an Independent Signal Maintainer headquartered at Barboursville, West Virginia in the Huntington seniority district. Upon abolishment of the Claimant's position on June 27, 2016, the Claimant sought to exercise his seniority to displace into a Signal Contract Trainer position – a position he previously held – seeking to displace the incumbent in that position. Although initially allowed to displace into the Contract Trainer position, the Carrier's Chief Engineer disallowed the displacement and this claim followed.

The Organization's position lacks rule support. The Contract Trainer position into which the Claimant sought to displace is a "right of selection" position which is filled through an application procedure and selection process. There is no language in the Training Agreement covering that position that allows for a specific accrual of seniority in that position that could be exercised by an employee to return to that position once the employee left the position. After his position was abolished, the Claimant was allowed to displace into a position that allowed displacements based on seniority. However, the Contract Trainer position was not one into which the Claimant could, by rule, displace.

Based on the above, the claim shall be denied.

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 31st day of October 2023.