

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Chesapeake & Ohio Railway (Chesapeake District)
TO) and
DISPUTE) Brotherhood of Railroad Signalmen

QUESTION

AT ISSUE: Were the rights of Assistant Signal Maintainer L. M. Kelly, a protected employee under the February 7, 1965 Agreement, who held a regularly assigned position, violated when the Carrier gave unbulletined work to E. H. Adkins, a protected employee junior in seniority to Kelly, in order to comply with the requirements of the February 7, 1965 Agreement?

OPINION

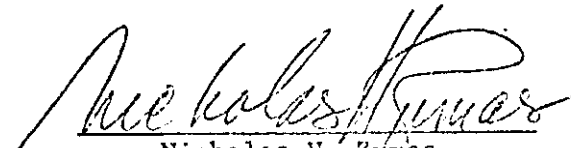
OF BOARD: This dispute involves two employees who were protected under the February 7 Agreement. In order to comply with the provisions of the February 7 Agreement, Carrier gave unbulletined "make work" to the junior employee at Meadow Creek, West Virginia. The senior employee was assigned to work at Prince, West Virginia and lived at Meadow Creek. He contended that the "make work" should have been bulletined in order to give him an opportunity to bid it and work at home rather than travel.

A claim on his behalf has been filed with the Third Division alleging that Carrier violated the Signalman's Agreement and asking for travel expenses for Claimant until such time as the work given to the junior employee is bulletined.

Unlike the question of a determining preferential rights as between protected and unprotected employees, the question involved in this dispute is one of seniority. It does not involve an application of the February 7 Agreement or its Interpretations. It does involve an application of the seniority, bulletining and assignment provisions of the basic agreement between the parties; and as such, the question is properly before the Third Division.

AWARD

The provisions of the February 7 Agreement are not applicable under the circumstances.


Nicholas H. Zumas
Neutral Member