

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES ) Chicago and North Western Railway Company  
TO THE ) and  
DISPUTE ) Brotherhood of Railroad Signalmen

QUESTION

AT ISSUE: Claim of the General Committee on the Chicago and North Western Railway Company that:

(a) Carrier is in violation of the February 7, 1965 Agreement in paying Mr. M. A. Faldet the top Assistant Signal Maintainer's rate (\$3.4106) instead of the Signal Maintainer's rate (\$3.7837) when it abolished the Signal Maintainer's position at Camp Douglas, Wisconsin, and Mr. Faldet had to displace the Assistant Signal Maintainer's position at Warrens, Wisconsin.

(b) The Carrier now be required to compensate Mr. Faldet the difference between the top Assistant Signal Maintainer's rate (\$3.4106) and the Signal Maintainer's rate (\$3.7837), which should be his protected rate under the February 7, 1965 Agreement. This payment to commence 60 days prior to the date of this claim (5/17/71) and continue until Mr. Faldet's protected rate is corrected.

(c) The Carrier should also correct its error shown on the protected rate sheet of February 25, 1966, page 1, of the Twin Cities District and show Mr. Faldet's protected rate as Signal Maintainer.

OPINION

OF BOARD: Claimant, a regularly assigned Assistant Signal Maintainer at Camp Douglas, bid and obtained a temporary position as Signal Maintainer early in 1964. On October 1, 1964, he occupied that position, as he did for several more years.

The issue is whether Claimant held a regularly assigned position as Signal Maintainer or as Assistant Signal

Maintainer on October 1, 1964. Determination of this question establishes whether he is protected at the lower or the higher rate.

Award No. 207 of this Committee is directly in point. There, too, an employee bid into a higher-rated temporary position in June, 1963, and held it until 1967. In that Award the Committee held that the claimant was protected only at the lower-rated position.


Nothing in the record provides persuasive reason not to follow the Committee's precedent. Indeed, Rule 32 of the schedule agreement in this case states that "vacancies resulting from temporary absence of regular assignee will be bulletined as temporary position." (Underlining added.) Claimant occupied the Signal Maintainer's position not as the regular assignee of it. Consequently, he does not meet the requirements of Article IV, Section 1, as one holding a "regularly assigned" position, other than his regular assignment as Assistant Signal Maintainer.

Award 207 must be held more relevant under the February 7 Agreement than Award 10013 of the Third Division, cited by the Organization. In that case, for holiday pay purposes, an employee filling a temporary vacancy was deemed regularly assigned to it. Aside from other considerations, however, it is noteworthy that the employee there held no other regularly assigned position, his own having been abolished, which was the reason he displaced on the temporary assignment.

In the instant case Claimant was a regularly assigned Assistant Signal Maintainer, holding the higher position on a temporary basis, despite its duration. He was properly protected, therefore, as an Assistant Signal Maintainer.

AWARD

Claim denied.

  
Milton Friedman  
Neutral Member

December 18, 1972  
Washington, D. C.

