## SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES Chesapeake & Ohio Railway (Chesapeake District)

and TO

Brotherhood of Railroad Signalmen DISTUTE

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 unbulletimed 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 employes who were protected under the February 7 Agreement. In order to comply with the provisions of the February 7 Agreement, Carrier gave unbulletimed "make work" to the junior employe at Madow Creek, West Virginia.

The senior employe 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 employe is bulletined.

Unlike the question of a determining preferential rights as between protected and unprotected employes, 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.

Dated: Washington, D. C.

June 24, 1969