

**Award No. 11245**  
**Docket No. SG-10825**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Preston J. Moore, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**

**SOUTHERN RAILWAY COMPANY,  
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC  
RAILWAY COMPANY,  
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY,  
NEW ORLEANS AND NORTHEASTERN RAILROAD COMPANY,  
GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the Brotherhood of Railroad Signalmen of America on the Southern Railway Company et al. that:

(a) The Carrier violated the current Signalmen's Agreement, rates effective September 1, 1947, rules effective February 16, 1948, as amended, particularly Rule 30, and evaded the provisions of the August 21, 1954 Agreement, when it reduced the regularly assigned work week by one (1) day, November 29, 1957, in addition to the holiday, November 28, 1957, and deprived Signal Helpers of two (2) days' pay during the week of November 25, 1957, by unjustified, arbitrary and unilateral action.

(b) The Signal Helper positions were not actually abolished, nor were forces reduced within the intent and meaning of the current Signalmen's Agreement, but work was suspended for one (1) day in violation of Rule 30 of the current Signalmen's Agreement.

(c) Signal Helpers J. W. Headden, A. L. Roman, J. P. Harper, Z. R. Lawson, C. R. Vaught, R. T. Harris, T. N. Davis, F. Hutchison, J. F. Heck, C. R. Alexander, O. L. Clark, J. T. Oglesby, O. J. Reach, R. L. Newby, G. N. Guff, W. C. Burgess, F. Roddy, H. L. Hyde, R. L. Donaldson, C. E. Miller, J. D. Yarbrough, R. Hughes and any other Signal Helpers who were adversely affected by Bulletin No. 529½ of November 19, 1957, who were available, able and willing to work, be paid at their respective rates of pay for two (2) eight-hour days each, for November 28 and 29, 1957, when deprived of regular work on Friday, November 29, 1957, and not permitted to qualify for the holiday pay for Thursday, November 28, 1957, when work was suspended for one (1) day in violation of Rule 30 of the current Signalmen's Agreement. [Carrier's file SG-11502]

“ \* \* \* While it is true that Claimant became the owner of a regular assignment on June 8, 1955, he was not the owner of a regular assignment on May 30, 1955, and consequently he was not a regular assigned employee on that day within the meaning of Section I, Article 2.

The following awards sustain this conclusion: Awards 2052, 2169, 2170, 2171, 2172, Second Division; Awards 7430, 7431, 7432, Third Division.”

Also, see Second Division Award No. 2300, Referee Carter, denying similar claim because Claimant was not on the involved holiday a regularly assigned employee or the owner on such holiday of a regularly assigned position.

The evidence is therefore conclusive that the effective Signalmen's Agreement was not violated as alleged, and that claim is not supported by it.

#### CONCLUSION

Carrier has shown that:

(a) Part of the claim demanding pay on behalf of unnamed persons is barred and should therefore be dismissed by the Board for want of jurisdiction.

(b) The effective Signalmen's Agreement was not violated as alleged, and claim is not supported by it.

Claim, being absurd and constituting nothing more than an effort by the Brotherhood to exact money from the Company for no justifiable reason whatever, the Board is left with no alternative but to make a denial award.

All evidence here submitted in support of Carrier's position is known to employe representatives.

Carrier, not having seen Brotherhood's submission, reserves the right after doing so to present any other evidence necessary for the protection of its interests.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This is a dispute between The Brotherhood of Railroad Signalmen of America and The Southern Railway Company et al.

The Carrier, at Cincinnati, Ohio issued Bulletin No. 529½ which stated that effective at close of workday, Wednesday, November 27, 1957, positions of all Signal Helpers were abolished. Bulletin No. 531 listed all Signal Helper positions that were abolished. All helpers were told to return to their respective assignments on the following Monday, December 2, 1957.

The Petitioner contends that the positions were not abolished but that the workweek was shortened one day for the purpose of evading holiday pay, and in so doing Rule 30 was violated.

This claim is not distinguishable from the disputes which led to Awards 10006, 10245, 10284, and 10502.

There may be equity in Claimant's position. This Board cannot consider equity. We cannot find evidence in the record to indicate that the Carrier acted

in an arbitrary manner which deprived the Employees of the opportunity to qualify for holiday pay under Section 3 of Article II of the August 21, 1954, Agreement.

For the foregoing reasons, we find the Agreement was not violated.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1963.

#### LABOR MEMBER'S DISSENT TO AWARD 11245 — DOCKET SG-10825

Since Award 11245 refers to, among others, Award 10006, it is equally in error, and the dissent attached to Award 10006 is applicable to Award 11245.

Award 11245 is in error; therefore, I dissent.

W. W. Altus  
Labor Member