

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company:

(a) That the Carrier violated the Signalmen's Agreement when, on February 17, 1961, it relieved Signal Maintainer W. J. Shuler from his regularly assigned Signal Maintainer's position at Chandler, Oklahoma, for allegedly violating Rule No. 177 of the Carrier's Maintenance of Way and Structures Book of Rules.

(b) That the Carrier compensate W. J. Shuler for eight (8) hours at the pro rata rate of pay for each day that he is held off his regularly assigned maintenance position at Chandler, Oklahoma, and that the Carrier compensate Mr. Shuler for all overtime hours worked on the Signal Maintenance position at Chandler, Oklahoma, at overtime rate of pay, until he is returned to the Signal Maintainer's position at Chandler, Oklahoma, with all seniority and other rights unimpaired and his record is cleared of all mention of this dispute.

OPINION OF BOARD: The Carrier relieved the Claimant from his regularly assigned position of Signal Maintainer for allegedly violating Rule No. 177. The part of the rule involved herein is to reside wherever required.

The only witness at the hearing was the Claimant. There is no evidence in the record to sustain a finding that the Claimant's residence was not Chandler, Oklahoma. The Claimant lived there five days a week. The facts that he ate out and did not move his family there are not sufficient evidence to base a finding of residence elsewhere. The Carrier violated the Agreement when it relieved him from his assignment. However, the record discloses that he would have been displaced by a Senior Maintainer on March 3, 1961. Consequently the payment shall be from February 17, 1961, to March 3, 1961, in accordance with Rule 66 of the Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 violated.

AWARD

Claim sustained as per Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.