

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly a Memorandum of Understanding dated July 1, 1950, when Mr. R. H. Varner, Signal Maintainer at Macon Junction Interlocking was not permitted to work his regular assignment during the week of December 2, 1963, and was required to fill some special assignment in the office of Superintendent Communications and Signals W. M. Whitehurst on December 2, 3, 4, 5 and 6, 1963, and his regular position was blanked or not filled in accordance with the Memorandum of Understanding dated July 1, 1950.

(b) Mr. R. H. Varner be compensated for eight (8) hours' pay for each day—Monday through Friday—December 2 through 6, 1963, when he was not permitted to work his regular assignment.

[Carrier's File: SIG 481]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose when on December 2, 3, 4, 5 and 6, 1963, Carrier required Mr. R. H. Varner to suspend work on his regular assignment of 2nd trick Signal Maintainer, Macon Junction Interlocking, and used him off his territory in the office of the Superintendent Communications and Signals to perform duties other than those of his regular assignment.

Inasmuch as there is a Memorandum of Agreement, applying only to the Signal Maintainer assignments at Macon Junction Interlocking, which provides that a 2nd trick will be employed and the Signalmen's Agreement prohibits Carrier from requiring employees to suspend work on their assignments during regular working hours, General Chairman E. C. Melton instituted a claim on behalf of Mr. Varner for all the time he was not permitted to work on his job. The Memorandum of Understanding, dated July 1, 1950, is Brotherhood's Exhibit No. 1, and the initial claim letter addressed to Superintendent Communications and Signals W. M. Whitehurst was dated December 16, 1963; it is Brotherhood's Exhibit No. 2.

to show any rule, interpretation or practice to support your contention or claim. So there will be no misunderstanding, my full and final decision is contained in my letter to you dated June 4, 1964.

Yours very truly,

/s/ L. G. Tolleson
Dir. of Personnel"

The record shows that the Brotherhood has failed in all handlings on the property to cite any rule, interpretation or practice which supports their baseless claim. They allege that the Memo of Understanding of July 1, 1950, was violated, but there is nothing in that Memo, or anywhere else, to support this baseless and, in fact, absurd claim. Not knowing of any rule, interpretation or practice that has been violated in any manner whatsoever, the Carrier has denied this ridiculous, fatally defective claim at each and every stage of handling on the property. It is a fact that this claim has no semblance of merit.

The rules and working conditions agreement between the parties is effective July 1, 1950, as amended. Copies are on file with the Board, and the Agreement, as amended, is hereby made a part of this dispute as though reproduced herein word for word.

OPINION OF BOARD: Petitioner alleges that Carrier violated the Agreement and the terms of the July 1, 1950 Memorandum of Understanding when it "required Signal Maintainer R. H. Varner to suspend work on his regular second trick position at Macon Junction Interlocking and perform duties other than those of his regular assignment at another location."

Carrier contends that the claim must be dismissed as vague and indefinite in that Petitioner failed to cite the specific hours or amount of time on each date in which it was alleged that the Agreement was violated. On the merits Carrier denies that it suspended or blanked the second trick position when it required Claimant to learn drafting or other signal office work during the idle or spare hours of his shift.

A cursory examination of the record reveals that Carrier's contention that the claim should be dismissed because it is vague and indefinite is without substance.

On the merits, the Board finds that Carrier did not violate either the Agreement or the terms of the July 1, 1950 Memorandum of Understanding. The Petitioner has failed to show that the utilization of an employee in another office in the same location during the idle or spare time of that employee constituted a blanked position.

The Board's finding is supported by the denial award in Award 15793 involving the same parties, the same claim, the same Agreement and Memorandum of Understanding, and the same Claimant.

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 Employes involved in this dispute are respectively Carrier and Employes 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

The Agreement and the July 1, 1950 Memorandum of Understanding were not violated.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December 1967.