



Award No. 16191
Docket No. SG-16833

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**THE DETROIT AND TOLEDO SHORE LINE
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Detroit and Toledo Shore Line Railroad Company that:

(a) Carrier violated an agreement of long standing when it arbitrarily abolished the practice of allowing General Chairman Schenavar one-half hour each day at the time and one-half rate to cover additional duties performed in advance of the regular starting time.

(b) Carrier be required to pay Mr. S. S. Schenavar an additional one-half hour at the time and one-half rate each week day, beginning February 16, 1966, and continuing until the violation is corrected.

[Carrier's file: TC 79]

EMPLOYES' STATEMENT OF FACTS: Prior to the closing of the pay-roll period for the first half of February, 1966, Signelman S. S. Schenavar was paid one-half hour overtime to cover additional duties he performed in advance of his regular starting time each day. He is assigned regular hours from 8:00 A. M. to 4:30 P. M.; the overtime service he performed from 7:30 A. M. to 8:00 A. M.

On February 9, 1966, Chief Engineer H. C. Wertenberger notified Signal Inspector Emil Rushlow in writing, with copies to Mr. Schenavar and General Manager C. J. McPhail, that such overtime payment after the close of the pay period on February 15 would no longer be authorized. The notice is Brotherhood's Exhibit No. 1.

Mr. Schenavar is also the Organization's General Chairman on the property. He, therefore, entered claim on behalf of himself for one-half hour's overtime pay each work day beginning February 16, 1966, in order to continue a practice which originated in 1938 and has been consistently followed since that time.

Correspondence relating to the handling of the claim on the property has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 2 through 8.

OPINION OF BOARD: The issue involved herein is whether or not Carrier violated the Agreement when it discontinued the practice of permitting Claimant to work one-half hour in advance of his regular duties at time and one half pay for said half hour.

The Organization bases its claim on the fact that Claimant has been performing this extra work for some 30 years, and therefore past practice prohibits Carrier from modifying or discontinuing this one-half hour work of Claimant; and the only way the one-half hour work of Claimant can be discontinued is through negotiation.

The Carrier's contention is that Rule 15 of the Agreement is controlling, which reads in part: ". . . no overtime shall be worked unless authorized by a supervisory officer."; the Carrier contending nothing in the Agreement precludes Carrier from revoking overtime authorization.

Numerous Awards of this Board have held that Carrier has the prerogative to determine when work will be performed. See Awards 7849, 11994, 15537. Further, Carrier has the right to rearrange existing work assignments to meet its operational necessities unless prohibited by the Agreement between the parties. See Awards 10009, 11793, 12565 and 15537.

The work here involved was separate and apart from Claimant's regular working assignment. Inasmuch as the Agreement does not prohibit Carrier from discontinuing the authorization of permitting Claimant to work one-half hour in advance of his regular working assignment, the Carrier therefore did not violate the Agreement and the Claim must be denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 5th day of April 1968.

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