

Award No. 16617
Docket No. SG-15847

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Air Line Railroad Company that:

(a) Mr. D. H. Massey, regular assigned Assistant Signal Maintainer, Irondale, Alabama, and Mr. O. S. McCullers, regular assigned Assistant Signal Maintainer, Piedmont, Alabama, be compensated at their respective rates of pay for eight (8) hours each on each of the Mondays that they were required to suspend work on their regular bulletin assignments during the months of September and October, 1964, and thereafter so long as they are not permitted to work their regular assignments on Mondays. The dates involved up to this time (October 14, 1964) for D. H. Massey are September 14, 21, 28, October 5 and 12, 1964; and for O. S. McCullers — October 5 and 12, 1964.

(b) Messrs. D. H. Massey and O. S. McCullers be compensated at their respective overtime rates of pay for eight (8) hours each on each Saturday that they were required to work (their assigned rest day) during the months of September and October, 1964, and thereafter so long as they are required to work on Saturday, their assigned rest day — less amount paid on those dates and to continue until proper correction is made. The dates involved up to this time (October 14, 1964) for D. H. Massey are September 19, 26, October 3 and 10, 1964; and for O. S. McCullers the date involved is October 10, 1964; but October 17 will be included for each man if they completed that week's work at Cedartown, Georgia, by working on Saturday, October 17, 1964.

(c) Messrs. D. H. Massey and O. S. McCullers be compensated for the difference in their rates of pay as Assistant Signal Maintainers and that of Signalmen for each day, Tuesday through Saturday, that they were required to leave their regular bulletin assignments and the Maintainer under whom they were assigned to work and required to work at Cedartown, Georgia, during the months of September and October, 1964 — as indicated in paragraphs (a) and (b) on the respec-

tive dates involved for each employee named in the claims—and to continue so long as they are not permitted to work their regular bulletin assignments. (Carrier's File: G-60-Sig.4.)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because Carrier required regularly assigned Assistant Signal Maintainers D. H. Massey and O. S. McCullers to suspend work on their regular Monday through Friday assignments in order to work elsewhere on a Tuesday through Saturday assignment (allegedly to help a Signal Maintainer "catch up" on maintenance work).

Claimant Massey is the regularly assigned Assistant Signal Maintainer at Irondale, Alabama, with a regular work week of Monday through Friday. He was required to suspend work on his regular assignment on Monday, September 14, 1964, and report for work at Cedartown, Georgia, on Tuesday, September 15. He was instructed to work at Cedartown Tuesday through Saturday until notified to return to his regular assignment.

Claimant McCullers is the regularly assigned Assistant Signal Maintainer at Piedmont, Alabama, with a regular work week of Monday through Friday. He was required to suspend work on his regular assignment on Monday, October 5, 1964, and report for work at Cedartown, Georgia, on Tuesday, October 6. He was instructed to work at Cedartown Tuesday through Saturday until notified to return to his regular assignment.

According to Carrier's timetable, Cedartown, Piedmont and Irondale have the following mile post locations respectively: 643.5, 667.3, and 743.6. In other words, during the claim period Claimant Massey was working 100.1 miles from his regularly assigned headquarters at Irondale; McCullers 23.8 miles from his regularly assigned headquarters at Piedmont.

As shown in our Statement of Claim, we contend that each Claimant should be paid as follows, in addition to whatever they have already been paid for services performed during the claim period:

1. Eight hours straight time pay for each Monday they were required to suspend work on their regular assignments. For Claimant Massey this begins September 14, 1964; for Claimant McCullers, October 5, 1964.
2. Eight hours' overtime pay for each Saturday on which they were required to work as a result of the change. For Claimant Massey this begins September 19, 1964; for Claimant McCullers, October 10, 1964.
3. The difference between their rates of pay as Assistant Signal Maintainers and the Signaller rate of pay, for each Tuesday through Saturday that they were required to leave their regular assignments to work elsewhere.

According to the Carrier, the Claimants were temporarily transferred to assist the Cedartown Signal Maintainer in catching up maintenance work.

The claim was initiated on October 14, 1964, subsequently handled in the usual and proper manner on the property, up to and including the highest

For the reasons outlined, we stated we saw no reason for changing our decision of March 9th."

OPINION OF BOARD: Under the provisions of Rules 19 and 25 of the Agreement, Carrier has the right to utilize employes off their regular assignments. The existence of such rules in the Agreement is indicative of the parties' intention to give Carrier that right.

Under the provisions of Rule 13(i), Carrier has the right to change rest days provided that written notice is given in advance.

There is no evidence in the record before this Board that written notice was given.

Parts (a) and (b) of the Statement of Claim are therefore sustained.

With respect to Part (c), there is no evidence in this record that they performed the work of Signalman, and that part of the claim is therefore 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 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

That the Agreement was violated.

AWARD

Parts (a) and (b) of the claim are sustained; and Part (c) is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1968.