

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19699
Docket Number SG-19375

Irwin M. **Lieberman**, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Denver Union Terminal Railway Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Denver Union Terminal Railway Company that:

(a) The Denver Union Terminal Railway Company violated the current Agreement with the Brotherhood of Railroad Signalmen effective September 1, 1949, including revisions, when it abolished the position of Signaller No. 4 in violation of Rules 13, 20, and 63, requiring incumbent to suspend work on regular work day, and work instead an extra shift during hours not properly assigned to him at the straight time rate in an effort to evade application of the rules of this Agreement,

(b) Mr. G. J. Miller be allowed 16 hours at \$3.9055 and 16 hours at $1/2 \times \$3.9055$, totaling \$93.73, in addition to any other compensation earned by him during the month of December, 1969. (General Chairman's File: **GJM-12-29-69**, Carrier's File: 018.1)

OPINION OF BOARD: This case involves a change in Claimant's assignment for a seventeen day period just prior to Christmas in 1969. The change in position, accomplished by a series of bulletins, resulted in Claimant doing the same class of work, in the same place and at the same pay; the only change was in the work days, shifts and hours.

Petitioner alleges that the change was made for the sole purpose of avoiding payment of overtime to Claimant for one shift each of two weeks. Carrier contends that the changes were made in accordance with the Agreement for the purpose of providing adequate service during the pre-Christmas mail rush and were identical with changes in assignments made at the same time over the previous seven years.

This case involves the same parties, employees and circumstances (merely a different Claimant) as those involved in Award No. 19638 which **this** Board, with the same Referee participating, recently decided. In this case as in the previous matter, we hold that the **perogatives** of management, unless limited by the Agreement or the Law, must remain vested in the Carrier. This principle has long been affirmed by the Board. (See Awards 11793, 11776, 12358, 13490, 16851 and many others). As we said before, the right to manage includes the right to change work assignments or schedules to effect economies (including saving on over-time) as long as these changes are not prohibited by the Agreement.

We find no violation of the Agreement in the **case** before **us**.

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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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1973.