

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 31471
Docket No. SG-31748
96-3-94-3-26

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (former Louisville
(and Nashville Railroad Company)

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad:

Claim on behalf of L. T. Seals for payment of four hours at the straight time rate for each Saturday and Sunday worked by the Claimant, beginning October 24, 1992, account Carrier violated the current Signalmen's Agreement, particularly Rules 15, 17, and 18, when it established a work week for the Claimant's position with the rest days of other than Saturday and Sunday. Carrier's File No. 15-(93-10). General Chairman's File No. 92-208-10. BRS File Case No. 9180-LN."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

At issue is whether the controlling Agreement was violated when the Carrier unilaterally rebulletined a position with rest days of Monday and Tuesday. Before the Board, the Organization asserts that the Carrier violated Rules 15, 17 and 18, but the Board finds nothing on property related to Rule 18. The focus on property was Rule 15.

The record demonstrates that this was a five day position. There is nothing in this record to support the coverage of this position for seven days. Nor can this Board find any record of a position with which the Claimant was staggered in order to create seven day coverage. Claimant is the only employee on this territory with no one assigned to cover his rest days.

Rule 15(c)(1) states:

"On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday except that if an operational problem arises which the carrier contends can not be met under this paragraph (c-1) and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the agreement". (Emphasis added)

This section states that the position herein disputed with its five day coverage must be conferenced. The record on property documents no attempt by the Carrier to discuss with the Organization the asserted operational problem or changed rest days. This leaves the Board no alternative except to sustain the claim for lack of an attempt to meet with the Organization prior to initiating the change in rest days.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of April 1996.