

Award No. 6121
Docket No. SG-5974

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Dudley E. Whiting, Referee Interpretation

Serial No. 131

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
ATLANTA TERMINAL COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Atlanta Terminal Company that:

(a) The Carrier violated the terms of the Signalmen's Agreement when it arbitrarily changed a long established practice by blanking two regularly assigned positions on a legal holiday, July 4, 1950.

(b) The Carrier shall now be required to pay Claimants J. H. Blair, Leading Signal Maintainer, et. al., at their respective rates on the overtime basis for all hours lost up to a total of eight (8) hours for each employe affected.

EMPLOYEES' STATEMENT OF FACTS: The Signal Force on this Carrier consists of one Leading Signal Maintainer and two Signal Maintainers on first shift; one Signal Maintainer on second shift; and one Signal Maintainer on third shift. These positions were regularly assigned by bulletins, which designated hours of service and days off.

On June 30, 1950, the Carrier issued a bulletin as follows:

"Atlanta, Ga., June 30, 1950.

Switch & Signal Department:

On account of Tuesday, July 4th, 1950, being a Legal Holiday, we will retain only three trick Maintainer positions on that date.

Please be governed accordingly.

(Sgd.) H. B. Siegel
Manager."

The positions blanked, in accordance with above bulletin, were the Leading Maintainer's position and one Signal Maintainer's position on the first shift.

Prior to issuing above-quoted bulletin it has been a long established practice to work all employes on holidays. This is the first instance where positions have been blanked on such days. The Brotherhood protested this unprecedented action on the part of the Carrier in blanking these positions, and

(4) Claims are unsupported by the principles of prior awards of the Board.

(5) Claims are vague and indefinite except with respect to one claimant.

The claims being wholly without merit and unsupported by any provision of the Signalmen's effective agreement here in evidence, should be denied and the Terminal Company respectfully requests that the Board so hold.

The Terminal Company in replying to the notice of the Third Division, National Railroad Adjustment Board, without having seen petitioner's submission, undertaking to meet the issues raised in the handling of the claims on the property reserves the right, after being apprised of petitioner's allegations of fact, statement of position and argument, to present such additional evidence and written or oral argument as to it may seem appropriate and necessary for a complete presentation of the case.

All relevant facts and arguments in this case have been made known to the employees' representative.

(Exhibits not reproduced).

OPINION OF BOARD: Rule 20 does not require that all employees work on holidays. It does provide that employees working on specified holidays will be paid at time and one-half rate and will be allowed days off without pay in lieu thereof at a time to be agreed upon between the management and the men, where the conditions of the service will permit. It then provides:

"It is further understood that the management and the men will endeavor to work the above provision out on a cooperative basis to the mutual advantage of the company and the men and that in event a man desires to be off on a holiday, the management will use its best efforts to so arrange. . . ."

Where the management unilaterally determines which men will work and which will be off without any attempt to consult or cooperate with the men, we think it violates that rule. Hence, the claim should be sustained.

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 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 6th day of March, 1953.

Interpretation

Serial No. 137

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**INTERPRETATION NO. 1 TO AWARD NO. 6121
DOCKET NO. SG-5974**

NAME OF ORGANIZATION: Brotherhood of Railroad Signalmen of America.

NAME OF CARRIER: Atlanta Terminal Company.

Upon application of the Carrier involved in the above Award, that this Division interpret the same in the light of the dispute between the parties as to its meaning, as provided in Sec. 3, First (m) of the Railway Labor Act, approved June 21, 1934, the following interpretation is made:

We have no right, under the guise of interpretation of our awards, to resolve subsequent disputes involving different factual situations.

The only possible ambiguity in our opinion and Award No. 6121 arises out of the statement of the award as "claim sustained." If that had read claim sustained on the basis and to the extent stated in the opinion there would be no possible ambiguity. Similarly if Award No. 6122 had read claim sustained on the basis and to the extent stated in the opinion governing Award No. 6121 there would be no possible ambiguity. That having been our intent we do now so interpret those awards.

Referee Dudley E. Whiting who sat with the Division, as a member, when Award No. 6121 was adopted, also participated with the Division in making this interpretation.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: (Sgd.) A. Ivan Tummon
Secretary**

Dated at Chicago, Illinois, this 19th day of January, 1954.