

Award No. 7851

Docket No. SG-7966

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Seaboard Air Line that Signalman W. B. Alexander of the Hamlet, N. C., Relay Shop be paid the difference between his rate and that of a Leading Signalman for all hours he worked as a Leading Signalman on August 30, 31, September 1, 2, and 3, 1954, during the absence of Leading Signalman B. S. McGirt.

EMPLOYEES' STATEMENT OF FACTS: The claimant, Signalman W. B. Alexander, is regularly assigned to the Hamlet Signal Shop at Hamlet, N. C., working eight hours a day, five days a week.

Starting on August 30, 1954, and continuing through September 3, 1954, Leading Signalman B. S. McGirt's position was temporarily vacant and the claimant was used to fill this temporary vacancy, for which service the Carrier compensated him at his own Signalman's rate.

This claim was duly filed and progressed on the property, without securing a satisfactory settlement.

There is an agreement between the parties to this dispute bearing an effective date of November 1, 1951, as to rules. This agreement, by reference, is made a part of the record in this case.

POSITION OF EMPLOYEES: It is the position of the Brotherhood that inasmuch as the claimant was required to work in the place of Leading Signalman McGirt during his absence, the claimant is entitled to Leading Signalman McGirt's rate as provided in Rule 22, which reads:

"RULE 22. Filling the Place of Another Employee—When an employe is required to fill the place of another employe receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of an employe receiving a lower rate, his rate will not be changed."

While this claim was progressed on the property the Carrier contended that regardless of the work performed by Alexander, he was only performing the class of work assigned to his position and that a letter dated September

Carrier affirmatively states that all data contained herein has been made known to or discussed with Organization representative.

(Exhibits not reproduced.)

OPINION OF BOARD: The only documentary evidence in the instant claim is that Claimant was required to fill the place of the temporarily absent Leading Signaller, on the dates cited, is two letters.

One of these is dated October 26, 1954, addressed to the General Chairman, signed by the Local Chairman and attested to by four other employees.

The other is dated November 2, 1955 and signed by Claimant.

Carrier asserts that it had no knowledge of either of these letters until they appeared in Organization's ex parte submission. Therefore, they cannot be properly considered under Board's Circular No. 1.

In the absence of anything from Organization to refute Carrier's assertion we conclude that the letters are not properly before us. We likewise conclude that Organization has failed to show that the Agreement was violated.

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 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 9th day of May, 1957.