

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Wesley Miller, Referee

PARTIES TO DISPUTE:**BROTHERHOOD OF RAILROAD SIGNALMEN****CENTRAL OF GEORGIA RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railway Company that:

(a) The Carrier violated and continues to violate the current Signalmen's Agreement, as amended, particularly the Understanding of July 1, 1950, wherein the second shift at Macon Junction Interlocking was not filled Monday-through-Friday during the months of September and October, 1963.

(b) Mr. R. H. Varner, regular assigned Signal Maintainer at Macon Junction Interlocking on the second shift, be compensated at his respective rate of pay as Signal Maintainer for all days Monday-through-Friday during the months of September and October, 1963, that he was not permitted to work his regular second shift assignment at Macon Junction Interlocking, on which the second shift was blanked or not filled. The claim to continue until the violation is corrected and the second shift filled in accordance with the Memorandum of Understanding.

[Carrier's File: SIG 476]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose when during September and October of 1963 Carrier required Mr. R. H. Varner to suspend work on his regular assignment of 2nd trick Signal Maintainer, Macon Junction Interlocking, and used him off his territory in the office of the Superintendent Communications and Signals to perform duties other than those of his regular assignment.

Inasmuch as there is a Memorandum of Agreement applying only to the Signal Maintainer assignments at Macon Junction Interlocking which provides that a 2nd trick will be employed and the Signalmen's Agreement prohibits Carrier from requiring employees to suspend work on their assignments during regular working hours, General Chairman E. C. Melton instituted a claim on behalf of Mr. Varner for all the time he was not permitted to work on his job. The initial claim letter addressed to Superintendent Communications and Signals W. M. Whitehurst was dated October 17, 1963, and is Brotherhood's Exhibit No. 1.

It is fact that there is no rule in the agreement to support any claim for double pay. No pecuniary loss or damage to Claimant has been shown, and the agreement does not provide for any arbitrary or penalty even if there were a violation, which there absolutely was not. The absence of penalty provisions in the agreement clearly negatives Part (b) of the Brotherhood's claim.

The Brotherhood has failed in all handlings on the property to cite a rule, interpretation or practice that supports what they are here demanding. Not knowing of any rule, interpretation or practice that has been violated in any manner whatsoever, the Carrier has denied this absurd and baseless claim at each and every stage of handling on the property as evidenced by Carrier's Exhibits No. 1 through No. 7. This is the principal correspondence concerning the claim. It is a fact that the claim has no semblance of merit.

The rules and working conditions agreement between the parties is effective July 1, 1950, as amended.

(Exhibits not reproduced.)

OPINION OF BOARD: After having studied the Record and considering the argumentation presented by and in behalf of the Parties, we must reach the conclusion that in the instant case the Brotherhood has not offered sufficient probative evidence to justify an affirmative Award.

Therefore, this Claim should be denied.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1967.