

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22241
Docket Number SG-22081

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Burlington Northern Inc.

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern:

On behalf of Signalman R. L. Shaffstall for 16 hours at
signalman's straight time rate of pay for April 5 and 6, 1976."
/Carrier file: SI-34(b) 7/30/76/

OPINION OF BOARD: This case centers on the Employees' charge that
Carrier violated Agreement Rules 3-I and 35-A by
not permitting claimant to return to his regularly assigned position
on the first day of his assigned work week after completing a temporary
assignment, whose rest days fell on the claimed dates (April 5 and 6,
1976).

The pertinent sections of these provisions provide:

RULE 3-I

"The term 'work week' for regular assigned employees
shall mean a week beginning on the first day on which
the assignment is bulletined to work, . . ."

RULE 35-A

"An employee assigned to a temporary position or an
employee filling a temporary vacancy, will when
released, return to the permanent position held
immediately prior to such assignment . . ."

The Organization also cites the relevancy and applicability of Third
Division Award No. 8395.

After careful analysis of the record we are unable to sustain
Employees' position. Award No. 8395 was based upon Agreement provisions,
which are not found in the language of the rules cited herein and we
cannot consider it to be controlling. Moreover, the language of Rules

3-I and 35-A does not expressly prohibit Carrier from requiring an employe to observe the rest days of the position he had been temporarily working, particularly, under the present circumstances of this dispute.

The Board, of necessity, has confined its decision to the fact specifics of this grievance and the Agreement Rules adduced. We will deny the claim.

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:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November 1978.

