

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23133
Docket Number SG-22852

Martin F. Scheinman, Referee

PARTIES TO DISPUTE: {Brotherhood of Railroad Signalmen
{Southern Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

In behalf of System Signal Gang #1: Foreman R. L. Price; Leading Signalman J. G. Taylor; Signalmen L. B. Mills, J. E. Hidell, S. M. Brown and R. J. Burchfield; Assistant Signalmen R. W. Wiley and M. A. Ellery; for thirty (30) hours overtime each because they were not allowed to work December 10, 11 and 12, 1977, when Carrier arbitrarily changed their work period while on the same project." (General Chairman file: SR-17. Carrier file: SG-302)

OPINION OF BOARD: Pursuant to Rule 9 of the applicable Signalman's Agreement the normal work week for employees assigned to Signal System Gangs consists of four 10-hour days. During Fall, 1977, the work schedule of System Signal Gang #1 consisted of eight ten-hour days with six days off. This variance from the normal work week was properly established by Carrier with the concurrence of the majority of the employees in the gang pursuant to Rule 9(b)(1).

Effective December 6th, 1977, Carrier required the employees to revert back to the normal work week. This change from an eight day work period to a four day work period was **without concurrence of the Organization or** the majority of the employees in the gang.

The Organization's central argument is that Carrier's action violated the Rule 9 of the Agreement. It claims that once an alternative work period is established Carrier may not change the work period of the System Gang unless requested in writing to do so by the General Chairman. In the Organization's view, any changes after work periods have been agreed to whether they be to the normal work week or to any other of the options listed in Rule 9, can only be done upon written notice from the General Chairman.

Carrier, on the other hand, insists that the change in work period was proper. It asserts that there is nothing in the Agreement restricting it from reverting to the normal work week.

Resolution of the issue raised here requires an interpretation of Rule 9. It states:

"Rule 9. (1) Except as provided in paragraph (b) hereof, the normal work week of employees assigned to System Signal Gangs shall consist of four 10 hour days.

(b) At Carrier's option, with concurrence of a majority of employees assigned to the System Signal Gang involved, off days for employees of a System Signal Gang will be accumulated according to one of the following choices while working at a given work project.

(1) A fourteen day work period consisting of ten working days of eight hours each and four days off, or eight working days of ten hours each and six off days.

(2) A twenty-one day work period consisting of fifteen working days of eight hours each and six off days, or twelve working days of ten hours each and nine days off.

(3) A twenty-eight day work period consisting of twenty working days of eight hours each and eight days off, or sixteen working days of ten hours each and twelve days off.

Thereafter, any change in the selection of the work period by the employees while at such given work project shall only be made by written notice from the General Chairman. The Carrier shall not be put to any additional expense because of a change in the work periods; however, the Carrier will make whole any employee who, when the gang first commences operation, or an employee first accepts assignment to a position on the System Signal Gang, is required to observe off days without having an opportunity to perform services on all of the working days in the work period."

The first paragraph of Rule 9 establishes the normal work week: "four 10 hour days". Paragraph (b) states that Carrier, with the concurrence of the employees in the Gang, may provide for the accumulation of off days. 9(b)(1) - 9(b)(3) sets forth the possible alternate work periods - fourteen days, twenty-one days or twenty-eight days.

The final paragraph of Rule 9 addresses the issue of how the employees might secure a change from one of the alternate work periods selected. While at the same work location any change on the selection of the work period by the employees requires written notice by the General Chairman. That is, unlike establishing an alternate work period which required the concurrence of the majority of employees in the gang, a change from such alternate period requires the General Chairman's involvement.. The employees in the gang may not on their own petition the Carrier for a change. Only the General Chairman may speak for the employees.

Thus, the last paragraph of Rule 9 addresses changes from the alternate work period sought by the employees. It does not, in any way, address the situation here - Carrier wanting a change from an alternate work period.

In sum, Rule 9 cannot be construed as preventing or limiting Carrier from changing from an alternate work period. Neither the language of Rule 9 or any other language in the System Agreement can be interpreted to preclude a change to the normal work week initiated by Carrier.

Given the absence of any specific restriction, Carrier was free, under well established labor relations principles, to implement the change back to the normal work week. The Organization's agreement was not required. After all, it is axiomatic that Carrier retains all managerial prerogatives not relinquished by the Rules Agreements. See Awards 8218, 14869, 16458, 19596. Therefore, we will deny the claim in its entirety.

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;

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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:

AW. Paul
Executive Secretary

Dated at Chicago, Illinois, this 15th day of January 1981.

