

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24375
Docket Number SG-24292

Joseph A. Sickles, 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:

Claim No. 1. General Chairman file: SR-188. Carrier file: SG-465

(a) Carrier violated the Signalmen's Agreement, particularly Rules 7 (a) and 30 (c) and an established practice, when they abolished the second shift Signal Maintainer's Position at John Sevier Retarder Yard on July 4, 1980 in order to avoid (sic) paying time and one half. The second shift Maintainer's position at John Sevier Retarder Yard is an established 7 day position and has historically been filled 7 days a week.

(b) Carrier should now be required to compensate Signalmen Hugh King, who was relieving L. W. Dills' second shift Signal Maintainer position while Mr. Dills was on vacation, an amount equal to eight (8) hours at his time and one-half rate, for the loss of work he was denied on July 4, 1980, and because the Agreement was violated.

Claim No. 2. General Chairman file: SR-192. Carrier file: SG-470

(a) Carrier violated the Signalmen's Agreement, particularly Rules 7 (a) and 30 (c) as well as the established practice that 7 day positions be filled 7 days per week, when they abolished the Second Shift Signal Maintainer's position at Sheffield Retarder Yard on July 4, 1980 in order to avoid (sic) paying time and one half to the Second Shift Signal Maintainer. The Second Shift Signal Maintainer's position is an established 7 day position and has historically been filled 7 days per week.

Claim No. 3. General Chairman file: SR-194. Carrier file: SG-475

(a) Carrier violated the present Signalmen's Agreement, particularly Rules 30 and 32, when they abolished or blanked the seven day position at deButts Retarder Yard and when they refused to compensate Second Shift Signal Maintainer G. R. Brown for eight (8) hours at his overtime rate on Labor Day September 1, 1980.

(b) Carrier should now be required to compensate Second Shift Signal Maintainer G. R. Brown an amount equal to five (5) hours and twenty (20) minutes at his overtime rate in addition to any other pay he has received because he was only paid a minimum call for work performed on a seven day assignment which is required to be worked or paid eight hours."

OPINION OF BOARD: The Carrier blanked certain positions on holidays which prompted the claims in question. The Organization asserts a violation of the Agreement and past practice since the positions in question had been "...filled seven (7) days a week since those positions had been established years ago."

The parties have cited various portions of the Rules Agreement and the Carrier emphasizes Rule 20 (a), which provides that in weeks in which holidays occur the number of days of work may be reduced by the number of such holidays.

We have reviewed the record at length and we have considered the various authorities cited by the parties but we are unable to find that the Carrier violated any provisions of the Agreement when it blanked the positions in question and accordingly we will deny the claim.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: Acting Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of May 1983.

