

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 29549
Docket No. SG-30152
93-3-91-3-584

The Third Division consisted of the regular members and in addition Referee Hugh G. Duffy when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(National Railroad Passenger
Corporation (Amtrak (N))

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Rail Passenger Corporation:

Claim on behalf of R. A. Salois and J. P. Dumont, for the punitive rate of pay for all hours worked since May 22nd, 1990, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, Letters #4 and #8, of the August 12th, 1982 Agreement, when it changed their starting times, effective May 29th, 1990." Carrier's File No. NEC-BRS (N)-SD-471. BRS Case No. 8428-AMTRAK.N.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

This dispute arose when Carrier bulletined, under Letter No. 8 of the August 12, 1982 Agreement, a Signal Gang No. W252 for special switch panel support positions with night time hours.

These positions were originally to take effect on May 29, 1990. In an Interoffice Memo dated May 2, 1990, prior to the actual start of the signal gang, the Carrier advised Claimants, the successful bidders on the original bulletin, that in accordance with Rules 8 and 9 of the Agreement, as amended by Letter No. 8, it was changing their working hours to 7:00 A.M. - 3:30 P.M.

The Organization asserts that this action violates Letter No. 4 of the Agreement, and also Paragraphs (c) and (d) of Letter No. 8, in that the Carrier should have abolished Signal Gang W252 and rebulletined the positions for daylight operation under other provisions of the Agreement. The Carrier contends that these were permanent changes and that it acted properly under the Agreement.

Letter No. 4 reads in pertinent part as follows:

"An employee changed by direction of management from his regular position to another shift shall be paid at the time and one-half rate for work performed until returned to his regular position."

Letter No. 8 reads in relevant part as follows:

"(c) The starting time of employees shall not be changed without first giving the employees affected five (5) calendar days notice with copy to Local Chairman. Changes in starting time made under the provisions of this Rule shall not require readvertisement; however, employees whose starting times are changed more than one (1) hour may elect to exercise their seniority to other positions in accordance with Section IV.C.2 of the May 7, 1976 Agreement.

(d) Starting times other than those set forth in paragraph (b) of this Rule may be established for C & S Employees/Gangs working in or in connection with the following gangs...."

After reviewing the record, we conclude that the changes made by the Carrier were permanent, and do not fall within the ambit of Letter No. 4 relating to temporary changes. While the Carrier could have proceeded with these changes in the manner asserted by the Organization, there is nothing in the Agreement requiring it to proceed that way, and we find that it properly followed the procedures set forth in Letter No. 8.

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A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of March 1993.