

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29650
Docket No. SG-30138
93-3-91-3-569

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(CSX Transportation, Inc. (formerly
(Baltimore & Ohio)

STATEMENT OF CLAIM:

"Claim of the General Committee of the Brotherhood of Railroad Signalmen on the CSXT, Inc. (B&O):

1. Claim on behalf of R. L. Spencer, for payment of fourteen (14) hours pay, at his punitive rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly, the National Vacation Agreement, Section 10, paragraphs (a) and (c), when it paid him less than he would have earned on his regular position, on August 8th, 9th and September 5th, 6th and 11th, 1990." Carrier's File No. 15(90-81). BRS Case No. 8498-CSXT.B&O).

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.

Claimant, a Lead Signalman at Carrier's Savannah Signal Shop, was required under Rule 4 of the Agreement to relieve his vacationing Foreman during the periods August 8-11 and September 5-12, 1990. The Organization claims that he was paid less than his own normal compensation because of allegedly working sixteen hours of uncompensated overtime, thus violating Articles 10(a) and (c) of the Vacation Agreement.

Articles 10(a) and (c) read in pertinent part as follows:

"(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater;...

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees."

During the handling of the claim on the property, the Carrier by letter of January 15, 1991 presented detailed comparative calculations of Claimant's earnings and concluded:

"Claimant Spencer's earnings would have been \$0.80 greater if he had been paid at his own rate for relieving the vacationing foreman August 8-11; therefore, we are arranging payment of the \$0.80...."

Claimant Spencer's earnings were greater at the rate of the position on which he was relieving than his earnings would have been at his own rate for the September 5-12 period; therefore, no adjustment is due.

These material assertions were not rebutted on the property by the Organization and thus stand as established fact. We therefore conclude that Claimant suffered no loss of earnings and will deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever, Secretary to the Board

Dated at Chicago, Illinois this 7th day of June, 1993.