

Award No. 9340
Docket No. SG-9117

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carl R. Schedler, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Wabash Railroad in behalf of Signal Maintainer J. E. Bartley located at Montpelier, Ohio, for an additional day's pay while working on vacationing Signal Maintainer C. A. Kawder's territory on Friday, June 24, 1955.

EMPLOYEES' STATEMENT OF FACTS: The claimant, Signal Maintainer J. E. Bartley, is regularly assigned to a maintenance territory with headquarters at Montpelier, Ohio.

On Friday, June 24, 1955, Signal Maintainer C. A. Kawder, on the adjoining Alvordton maintenance territory, was on vacation. The claimant was instructed by his superior officer, Signal Supervisor G. W. Lanier, to make inspections and perform other duties on the Alvordton territory on Friday, June 24, 1955.

The claimant, under date of August 30, 1955, wrote a letter to Superintendent Signal and Communications G. A. Rodger and advised him that two time slips had been submitted to his office for services rendered on June 24, 1955. The claimant in the same letter also advised Rodger that, inasmuch as the 60-day time limit as provided in Article V of the August 21, 1954 National Agreement had expired, the claim must be allowed in full. Rodger, under date of September 13, 1955, denied the claim.

The claim was then progressed in the usual manner without securing a satisfactory settlement.

In finally denying the claim, the highest officer wrote the General Chairman two letters which read:

"WABASH RAILROAD COMPANY

December 8, 1955
116.4
125.9

Maintainer Bartley was paid for all service performed on June 24, 1955 for which claim has been made, at his own respective rate and there are no rules in the Vacation Agreement which require that Maintainer Bartley be paid double time for the hours spent on the Alvordton Section. J. E. Bartley was compensated for all service performed on June 24, 1955 as required by the rules of the agreement; and in view of the fact that he has been compensated as required by the rules, the claim is without merit and should be denied.

The substance of all matters referred to herein has been the subject of correspondence or discussion between representatives of the parties hereto and made a part of the question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: Claimant, a Signal Maintainer, states that on June 24, 1955 he sent to his supervisor two time slips requesting eight hours pay for work done on the Montpelier territory to which he was regularly assigned and eight hours pay for work performed on the ALVORDTON territory because of the absence of the regularly assigned Maintainer for that territory who was on vacation. The Claimant did perform some service June 24, 1955 on the ALVORDTON section. The Carrier states its records indicate that it received only one time slip, and that if it did receive the other time slip it was lost or misplaced and not found. The Claimant was paid eight hours pay for the service performed on June 24, 1955, but insists that he is entitled to an additional eight hours pay.

The record contains a photostatic copy of the original daily time slip for June 24, 1955 from the Carrier's records, and a photostat of what purports to be a copy of the second time slip furnished by the Claimant. A careful examination of the two daily time slips indicate that in most material respects they are identical. There is nothing on either time slip to indicate that a claim was being presented for double compensation for that date. The time slip contains columns to be filled in by the worker requesting straight, pro-rata or time and one-half for the hours worked, and on both slips is evidence the request was for straight time only. There is space on the time slips for a description of the work performed, including the distribution by project, and on the two slips in evidence the written description is almost identical. There is also space on the time slip to describe the cause of overtime and this part is vacant on both slips. In summary, there is nothing on either time slip which would remotely suggest that the worker was requesting or expecting dual compensation for June 24, 1955. We are convinced by the evidence in the record that the Claimant never filed a claim for a second day's pay for work performed on June 24, 1955 and therefore there was no claim before the Carrier for allowance or denial, and that the claim in this case ought to be dismissed.

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 Employee involved in this dispute are respectively Carrier and Employee 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 there was no claim properly before the Carrier.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of April 1960.