

Award No. 14361
Docket No. SG-13097

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Section 10(b) of the December 17, 1941 Vacation Agreement, when it required Signal Maintainer A. D. Abrahamson, Summit, South Dakota, to perform thirty-two and one-half (32½) hours of work on the Milbank, South Dakota, signal maintenance territory while the incumbent of that position was on vacation for a two-week period beginning August 15, 1960.

(b) The Carrier should now be required to compensate Signal Maintainer A. D. Abrahamson for thirty-two and one-half (32½) hours at his overtime rate of pay, in addition to payment already made for the period in question. [Carrier's File: Case F-1035.]

EMPLOYEES' STATEMENT OF FACTS: During the period involved herein, Mr. Ernest Hanson was the Signal Maintainer at Milbank, South Dakota, and Mr. C. D. (not A. D. as shown in our Statement of Claim) Abrahamson was the Signal Maintainer at Summit, South Dakota. They normally work eight hours per day, five days per week.

Mr. Hanson began a two-week vacation beginning August 15, 1960. Through that period Mr. Abrahamson worked thirty (30) hours on Mr. Hanson's territory during regular working hours, and two and one-half (2½) hours outside of regular working hours.

Under date of September 17, 1960, the Brotherhood's General Chairman presented a claim on behalf of Mr. Abrahamson for compensation at the penalty rate for all time worked on the Milbank territory during Mr. Hanson's vacation. Brotherhood's Exhibit Nos. 1 to 6, inclusive, constitute the handling of this dispute on the property, and they show that it has been handled up to

and including the highest officer of the Carrier designated to deal with such disputes, without receiving a satisfactory settlement.

The Vacation Agreement of December 17, 1941, and all subsequent amendments thereto, as well as the interpretations of Referee Wayne L. Morse, are by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Claimant C. D. Abrahamson is an hourly rated signal maintainer who is assigned 8:00 A. M. to 5:00 P. M., with one hour out for lunch, Monday through Friday with Saturday and Sunday rest days and who maintains a territory of approximately 28 miles with his headquarters being at Summit, South Dakota.

Employee E. S. Hanson is an hourly rated signal maintainer who is assigned 8:00 A. M. to 5:00 P. M. with one hour for lunch, Monday through Friday with Saturday and Sunday rest days and who maintains a territory of approximately 30 miles with headquarters at Milbank, South Dakota, said territory being adjacent to Claimant Abrahamson's territory.

Employee Hanson qualified for, was scheduled and granted a vacation of ten (10) consecutive work days with pay during the period August 15 through August 26, 1960.

During the second week of Employee Hanson's vacation, track forces moved on to Employee Hanson's territory and performed maintenance work at Milbank. As a result thereof it was necessary to temporarily transfer Claimant Abrahamson to Milbank to perform work in connection with bonding, rebonding, splicing of cables, etc., to accommodate the replacement of new ties, crossing planks, etc., by the track forces on the main line and siding at the Main Street crossings, said work by Claimant Abrahamson consuming 32½ hours.

There is attached as Carrier's Exhibit A copy of letter written by Mr. S. W. Amour, Assistant to Vice President, to Mr. D. E. Twitchell, General Chairman, under date of March 8, 1961.

OPINION OF BOARD: Since no conference was held on the property in accordance with the provisions of the Railway Labor Act, this claim is not properly before the Board and it is dismissed. Prior decisions of this Board including Award Nos. 13571 and 13721 by this referee uphold the position that a conference between the parties is a prerequisite to consideration of a claim by this Board.

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

That the parties waived oral hearing;

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 Claim shall be dismissed.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of April 1966.