

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement when it failed to provide vacation relief for the position held by Signal Maintainer H. R. Miller, headquarters Lincolnville, Kansas, while Signal Maintainer H. R. Miller was on vacation from June 5 to 23, 1961, and, instead, required Signal Maintainer A. M. Smith, headquarters Peabody, Kansas, to assume the burden of keeping up the work on the vacationing Maintainer's territory in addition to the duties of maintaining his own territory.

(b) The Carrier now be required to compensate Signal Maintainer A. M. Smith for 43 hours at the pro rata rate. The above represents the number of hours spent by Claimant on the vacationing Maintainer's territory. [Carrier's File: L-130-238]

EMPLOYEES' STATEMENT OF FACTS: Signal Maintainer H. R. Miller, headquarters Lincolnville, Kansas, was assigned vacation under the rules of the applicable Agreement from June 5 to 23, 1961, inclusive. The Carrier did not furnish relief for Maintainer Miller's position while he was on vacation. Instead, it required Signal Maintainer A. M. Smith, headquarters Peabody, Kansas, to assume the burden of keeping up the work on Miller's section. During Miller's vacation period, Signal Maintainer Smith was required to perform the work on his own section and, in addition, perform 43 hours service on Miller's section.

During the vacation period, Signal Maintainer Smith performed 10½ hours' work on Miller's section outside regular hours and 32½ hours' service during regular working hours. The Brotherhood maintains that the Carrier placed a burden upon Claimant Smith when it required him to protect Miller's territory outside of regular working hours and at the same time protect his own territory. We also contend that the Carrier placed a burden on Claimant Smith when it required him to suspend work on his section during regular work

Carrier's Exhibit D—Letter dated September 27, 1962 from Vice President-Personnel to General Chairman.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion case to Docket No. SG-9823, Award No. 10007.

The employees have not shown by sufficient proof that work allegedly performed on the vacationing employee's territory exceeds twenty-five per cent of the work load as provided by Article 10 (b) of the Vacation Agreement.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July 1966.