

Award No. 15173
Docket No. SG-14487

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**JOINT TEXAS DIVISION of Chicago, Rock Island and Pacific
Railroad Company—Fort Worth and Denver Railway
Company (Burlington-Rock Island Railroad Company)**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Joint Texas Division of the Chicago, Rock Island and Pacific Railroad Company, Fort Worth and Denver Railway Company, that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 3, 11, 22, 23 and 39, when, on July 26, 1962, it required a monthly-rated Signal Maintainer, Mr. W. F. Richter, to suspend work on his own territory during his regular working hours and perform work on another signal maintenance territory, and then did not allow him any additional compensation.

(b) The Carrier be required to compensate Signal Maintainer W. F. Richter for eight (8) hours at his punitive rate of pay for this violation; this to be paid in addition to what he may have been paid for this date.

(c) The Carrier also be required to similarly compensate him for any future date on which there is any violation of agreement rules requiring him to work off his own assignment, which he acquired by his seniority rights — such compensation to be for the amount of time he is so used off his own assignment. [Carrier's File: Jt SG-18]

EMPLOYES' STATEMENT OF FACTS: As indicated by our Statement of Claim, this dispute is a result of the Carrier's action in requiring a monthly-rated Signal Maintainer to perform signal work on another signal maintenance territory. A basic question for this Board to decide is whether or not a monthly-rated Signal Maintainer is entitled to additional compensation (beyond the established monthly rate) for work Carrier requires him to perform beyond the limits of the territory to which he had been assigned.

Carrier contends that a monthly rate is paid to a Signal Maintainer to compensate him for all services rendered Mondays through Saturdays anywhere on the entire railroad, whereas we hold that the monthly rate is paid to a Signal Maintainer for performing routine maintenance work Mondays through

On Thursday, July 26, 1962, at 3:50 P.M., claimant was called by the dispatcher to correct signal trouble at Signals 840 and 843, near Tomball, Texas. Claimant cleared the signal trouble at 10:00 P.M. the same date.

The agreement between the Joint Texas Division of the Chicago, Rock Island and Pacific Railroad Company — Fort Worth and Denver Railway Company and the Brotherhood of Railroad Signalmen, effective January 1, 1955, is on file with the Board and by this reference is made part of this submission.

OPINION OF BOARD: The issue here is the same as that decided by our Award 15172.

For the reasons there cited, a denial Award is required here.

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 20th day of January 1967.