



Award No. 15672
Docket No. SG-15247

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, 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) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 14, and the December 17, 1941 Vacation Agreement, when it required Signal Maintainer M. W. Kiser, Marlow, Oklahoma, to work on the Minco, Oklahoma, signal maintenance territory while the Minco Signal Maintainer, W. O. Davis, was on vacation, as follows:

June 11, 1963	—	9:00 AM to 3:00 PM	—	5 hours
June 12, 1963	—	9:00 AM to 6:30 PM	—	8-6/12 hours
June 13, 1963	—	9:00 AM to 3:30 PM	—	5-6/12 hours
June 15, 1963	—	8:30 AM to 2:50 PM	—	6-4/12 hours
June 16, 1963	—	12:45 PM to 4:15 PM	—	3-6/12 hours
June 24, 1963	—	4:45 AM to 10:00 AM	—	5-3/12 hours

Carrier also required Signal Maintainer M. D. Stowe, El Reno, Oklahoma, to work on the Minco territory during the same vacation period for a minimum call of two hours and forty minutes on June 27, 1963.

(b) Carrier be required to compensate Signal Maintainer M. W. Kiser for thirty-four and one-twelfth (34-1/12) hours, and Signal Maintainer M. D. Stowe for two and two third (2 2/3) hours, at the punitive rate of pay. This is to be paid them in addition to what they have already been paid for those dates.

EMPLOYEES' STATEMENT OF FACTS: This dispute arose after Carrier failed to furnish a relief employe to maintain a signal maintenance territory while the regularly assigned Signal Maintainer was on vacation, and then required other Signal Maintainers to work on the vacationing man's territory. The dates and times worked are shown in our Statement of Claim.

2. There is in addition to the Agreement referred to above, a Memorandum of Agreement dated December 14, 1961 in effect between these same parties governing the use of Signal Maintainers off their assigned territories. A copy of this Memorandum of Agreement is attached as Carrier's Exhibit A.

3. During June, 1963 the Signal Maintainer assigned to the Minco, Oklahoma Maintenance Territory took his assigned vacation, three weeks. His position was not filled by a vacation relief signal maintainer.

4. During the Minco, Oklahoma Signal Maintainer's vacation, Signal Maintainer M. W. Kiser of Marlow, Oklahoma and M. D. Stowe of El Reno, Oklahoma, were used to perform certain work on the Minco, Oklahoma territory.

5. The Signalmen filed claim on July 22, 1963 in behalf of Signal Maintainers M. W. Kiser and M. D. Stowe for 34½ hours and 2-8/12 hours, respectively, basing their claim on the December 14, 1961 Memorandum of Agreement. (See Carrier's Exhibit B.)

6. Carrier's Signal and Communications Supervisor at El Reno, Oklahoma, Mr. E. L. Bartholomew, declined the Employees' claim for additional payment for the time Signal Maintainers Stowe and Kiser spent off their assigned territories by his letter dated July 29, 1963. (See Carrier's Exhibit C.)

7. On August 8, 1963, the Employees appealed this claim to Carrier's Superintendent, Mr. A. E. Anderson, at El Reno, Oklahoma (see Carrier's Exhibit D), who declined the Employees' appeal on August 30, 1963 (see Carrier's Exhibit E).

8. The Employees appealed this claim to Carrier's highest officer designated to handle disputes, Mr. G. E. Mallery, Vice President-Personnel, by their letter of October 3, 1963 (see Carrier's Exhibit F), who declined their appeal on November 29, 1963 (see Carrier's Exhibit G).

9. This claim was further discussed in conferences on February 4, 5 and July 9, 1964, but was not settled. The time limit for progressing this claim was extended during the various conferences.

(Exhibits not reproduced.)

OPINION OF BOARD: During the three-week vacation of the signal maintainer for the Minco, Oklahoma signal maintenance territory, the Carrier ordered adjoining territory Signal Maintainer M. W. Kiser to perform work in the Minco territory on several occasions. On one other occasion, another adjoining territory signal maintainer, M. D. Stowe, stepped into the Minco territory to replace a blown fuse which operated a signal in his own territory as well as a signal in the Minco territory.

The Employees contend (1) that none of the work in the Minco territory was authorized by Rule 14 of the Working Agreement, and (2) that the hours worked in the Minco territory totaled 36 and ¾ hours, or more than 25 per cent of the vacationing signal maintainer's workload, which constitutes a violation of Rule 10(b) of the National Vacation Agreement.

Rule 14 of the Working Agreement provides:

"RULE 14. ABSORBING OVERTIME

Employees will not be required to suspend work during regular working hours to absorb overtime."

The Board finds nothing in Rule 14, or in decisions of this Board interpreting said rule, that supports the interpretation advanced by the Employees. Rule 14 is only part of the entire contractual relationship between the parties, the National Vacation Agreement also being a part of it as well as the parties' Memorandum of Agreement dated December 14, 1961. This Board in its interpretations of Rule 14 or of other specific rules must not adopt meanings which deny life to other provisions of the parties' agreements.

Articles 6 and 10 of the National Vacation Agreement clearly allow the Carrier to distribute work of a vacationing employee among his fellow workers without hiring a relief worker under certain circumstances. The parties' Memorandum of Agreement dated December 14, 1961, specifically endorses Articles 6 and 10 of the National Vacation Agreement.

Since the interpretation of Rule 14 desired by the Employees would disallow practices specifically authorized by the National Vacation Agreement, the Board is not able to adopt such proposed interpretation.

The question becomes one of determining if the carrier has violated Articles 6 or 10 of the National Vacation Agreement. Articles 6 and 10 authorize the Carrier to blank a vacationing employee's position and distribute part of his work to fellow employees, provided (1) they are not burdened thereby, (2) the vacationing employee is not burdened upon his return to work, and (3) not more than 25 per cent of the vacationing employee's workload is so distributed. The burden of proving a violation of Articles 6 and 10 rests upon the Employees.

The Board finds that the Employees have not sustained their burden of proving that the actual time worked in the Minco territory — whatever it may have been — exceeded 25 per cent of the work load of the vacationing employee.

The Board also notes that no proof was offered to establish that the complained-of events burdened either the employees who performed the work or the vacationing employee upon his return to work. This being the case, the Board cannot find that any violation of the National Vacation Agreement occurred.

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 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 Carrier did not violate the Agreements.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1967.