



Award No. 15673
Docket No. SG-15248

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 Rules 5, 14, and the December 17, 1941 Vacation Agreement, when it required Signal Maintainer R. L. Gregory, Alta Vista, Kansas, to work on adjoining signal maintenance territories while the Signal Maintainers assigned to those territories were on vacation, as follows:

July 2, 1963 - Herington, Kansas - position held by G. G. Ruhl - 4 hrs.

July 19, 1963 - Maple Hill, Kans. - position held by K. C. Kraus - 4 hrs.

(b) Carrier be required to compensate R. L. Gregory for four hours on July 2, 1963, and four hours on July 19, 1963, at the punitive rate of pay; this to be paid in addition to what he has already been paid for those dates.

[Carrier's File: L-130-292. General Chairman's File: VMK-25-6]

EMPLOYEES' STATEMENT OF FACTS: This dispute arose because 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 an adjoining Signal Maintainer to suspend his own work during regular working hours in order to work on the vacationing man's territory.

The Claimant, R. L. Gregory, is the regularly assigned Signal Maintainer at Alta Vista, Kansas. On July 2, 1963, Carrier required him to suspend work on his own territory during regular working hours in order to bond rail on the Herington, Kansas, signal maintenance territory while the Herington Signal Maintainer was on vacation. Carrier similarly required him to work on the Maple Hill, Kansas, signal maintenance territory on July 19, 1963, while the Maple Hill Signal Maintainer was on vacation.

4. On July 19, 1963, Signal Maintainer R. L. Gregory was called to perform signal work at Maple Hill, Kansas, while the signal maintainer assigned to that territory was on his assigned vacation.

5. The Employees filed claim on August 6, 1963 in behalf of Signal Maintainer R. L. Gregory, of Alta Vista, for four (4) hours' punitive rate, on July 2 and July 19, basing their claim on the Memorandum of Agreement dated December 14, 1961.

6. Carrier's Supervisor of Communications and Signals at Herington, Kansas, declined the Employees' claim for the additional payment of punitive rate for time Signal Maintainer R. L. Gregory spent off his assigned territory by his letter dated August 8, 1963. (See Carrier's Exhibit B.)

7. Upon receiving advice of Carrier's declination of these claims, the Employees filed claim for the same dates in behalf of Signal Maintainer R. L. Gregory for time and one-half payment in addition to what he had already been paid, account alleged violation of Rules 5 and 14 of the Signalmen's Agreement.

8. Carrier's Supervisor of Communications and Signals, at Herington, Kansas, declined the Employees' claim by his letter dated September 7, 1963. (See Carrier's Exhibit C.)

9. On October 2, 1963, the Employees appealed this claim to Carrier's Superintendent at Kansas City, Kansas. (See Carrier's Exhibit D), who declined the Employees' claim on October 9, 1963. (See Carrier's Exhibit E.)

10. The Employees appealed this claim to Carrier's highest officer designated to handle disputes by their letter of November 22, 1963, (see Carrier's Exhibit F), who declined their appeal on January 7, 1964. (See Carrier's Exhibit G.)

11. This claim was further discussed in conferences on February 4, 5, and July 9, 1964, but was not settled. The time limit for progressing these claims was extended for 180 days from the July 9, 1964 conference.

(Exhibits not reproduced.)

OPINION OF BOARD: The employees contend that the Carrier violated Rules 5 and 14 of the Working Agreement and also violated the provisions of the National Vacation Agreement when it required Signal Maintainer R. L. Gregory to work a total of 8 hours in adjoining signal maintainers' territories while the signal maintainers assigned to those territories were on vacation.

This is a companion case to Award No. 15671 and to Award No. 15672. The Board again holds that Rules 5 and 14 of the Working Agreement do not govern this situation and that no evidence has been offered to support a claim of a violation of the National 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 Agreements have not been violated.

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.