Award No. 15674
Docket No. SG-16186

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:

> On behalf of Signal Maintainer J. E. McCollum for five (5) hours at punitive rate of pay (one and one-half times his straight time rate) account being used off his assignment; that is, taken away from his assignment and worked on the adjoining maintainer's territory, in violation of the Signalmen's Agreement as amended, particularly Rules 5 and 14, and the National Vacation Agreement dated December 17, 1941; this claim to be paid him in addition to what he has already been paid on February 4, 1965.

[Carrier's File: L-130-331. General Chairman's File: WV-25-17]

EMPLOYES' STATEMENT OF FACTS: Claimant J. E. McCollum is the Signal Maintainer at Mankato, Kansas. His assigned working hours are from 8 A. M. to 5 P. M., minus meal period from Noon to 1 P. M. His assigned work week is Monday through Friday.

On Thursday, February 4, 1965, while an adjoining Signal Maintainer, L. H. Baker, was on vacation, track forces changed out rail on Baker's territory. Carrier provided no vacation relief man for Baker's territory. Instead, it required Mr. McCollum to suspend work on his own assignment from 9:30 A. M. until 3:30 P. M. in order to perform the necessary signal work in connection with the rail-changing project on Baker's territory.

Mr. McCollum submitted an overtime report (Form G-87), claiming five hours' overtime pay account being used off assigned territory. On February 16, 1965, Carrier's Signal Supervisor denied the claim on the basis such a claim is not valid when the adjoining maintainer is on vacation.

Under date of March 9, 1965, the General Chairman presented a claim to the Signal Supervisor on behalf of Mr. McCollum. He made it clear the claim was for five hours' overtime pay, to be paid in addition to what Mr.

McCollum had already been paid for February 4th. The claim was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement. Pertinent correspondence exchanged on the property is attached hereto as Brotherhood's Exhibit Nos. 1 through 10.

There is an agreement in effect between the parties to this dispute, bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS:

1. There is an Agreement in effect between the parties to this dispute bearing an effective date of July 1, 1952, which by this reference is made a part of this submission.

2. On December 14, 1961, Carrier signed a Memorandum of Agreement with the Employes governing the use of Signal Maintainers off their assigned territories. (See Carrier's Exhibit K.)

3. Claimant, Signal Maintainer J. E. McCollum, headquarters Mankato, Kansas, on February 4, 1965, was used to perform signal maintenance work on an adjoining Signal Maintainer's territory while the incumbent of the adjoining territory was on his regularly assigned vacation.

4. The Employes filed a claim account the above work being performed by claimant. The correspondence covering this claim is shown in the following Carrier Exhibits:

A – Carrier's letters of February 13 and 16, 1965;
B – Employes' letter of March 9, 1965;
C – Carrier's letter of March 26, 1965;
D – Employes' May 8, 1965 letter of appeal;
E – Carrier's May 14, 1965 letter of declination;
F – Employes' June 15, 1965 letter of appeal;
G – Carrier's August 3, 1965 letter of declination;
H – Carrier's September 14, 1965 letter;
I – Employes' October 26, 1965 letter;
J – Employes' November 1, 1965 letter.

(Exhibits not reproduced.)

OPINION OF BOARD: The employes contend that the Carrier violated Rules 5 and 14 of the Working Agreement, and also violated Articles 6 and 10 of the National Vacation Agreement when it required Signal Maintainer J. E. McCollum to work 5 hours in an adjoining signal maintainer's territory while that signal maintainer was on vacation.

This is a companion case to Award Nos. 15671, 15672 and 15673. This Board again holds that Rules 5 and 14 of the Working Agreement do not

prohibit the Carrier from blanking a vacationing employe's position and assigning portions of his workload to other employes, provided no violation of Articles 6 and 10 of National Vacation Agreement occurs.

No evidence was introduced to support the Employes' contention that there was a violation of the National Vacation Agreement. For failure of proof, the claim must be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 were 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 23rd day of June 1967.

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