

Award No. 16084
Docket No. SG-16242

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Claude S. Woody, 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 4, 5, 14, 15, 17, 18 and 19, when it required Signal Maintainer B. E. Peet to work with and/or supervise other signal employes on his maintenance territory until 3:00 P. M., and then relieved him from duty at 3:00 P. M. and permitted other signal employes to work on his territory after 3:00 P. M. on November 4, 5, 6, 9 and 10, 1964.

(b) Carrier be required to compensate Mr. Peet at the time and one half rate of pay for one (1) hour on each day listed in paragraph (a); this to be paid him in addition to what he has already been paid on these dates.

(c) Carrier also be required to compensate Mr. Peet at the Leading Signal Maintainer rate of pay for seven (7) hours on each day listed in paragraph (a); and also to be paid him in addition to what he has already been paid on these dates.

[Carrier's File: L-130-322 — General Chairman's File: AV-335]

EMPLOYES' STATEMENT OF FACTS: This is one of three claims which arose because of the manner Carrier assigned signal forces to work together in making changes at Joliet UD Interlocking Plant on various dates from October 27 to November 10, 1964. These three claims were handled separately on the property, and are being progressed to this Board under our file numbers NRAB-1645, 1650 and 1651. For ready reference, here are the respective file numbers on them:

Our File	Carrier File	General Chairman File
NRAB-1645	L-130-322	AV-335
NRAB-1650	L-130-324	AV-336
NRAB-1651	L-130-323	AV-337

The claim on behalf of Peet for Leading Signal Maintainer pay for seven hours each day is based on our contention he was working with and/or supervising the work of other employees on his territory that amount of time each day.

Peet made an initial presentation of a claim by submitting overtime reports for 2 hours' overtime each day. The Organization's handling of the claim began with the Local Chairman's presentation to Signal and Communications Supervisor on December 30, 1964. It 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 9. Not shown is an exchange of correspondence extending the time limit to March 14, 1966.

The Memorandum of Agreement cited above is attached hereto as Brotherhood's Exhibit No. 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 on file with your Board which by this reference is made a part of this submission.

2. This submission covers three separate claims filed by the Employees as a result of Carrier's use of a relief signal maintainer with headquarters at 61st Street, Chicago, Illinois, to perform work at Joliet, Illinois, on various dates between October 27, 1964 and November 10, 1964.

3. To avoid burdening the record Carrier has not included copies of the correspondence on the property concerning these three claims as it is thought the Employees would produce such correspondence as a part of their submissions. However, Carrier will refer to various portions of this correspondence, as necessary, and reproduce pertinent portions of same. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Employees' reproduction of such correspondence.

4. Carrier's Exhibit A is a copy of a Memorandum of Agreement dated September 9, 1954, which established the Vacation Relief Signal Maintainer's position whose use at Joliet precipitated these claims.

(Exhibits not reproduced.)

OPINION OF BOARD: Since parts (a) and (b) of this claim are essentially the same as those disposed of in Award Nos. 16082 and 16083, and since the record contains no evidence of probative value that Claimant supervised other employees as claimed under part (c), we will deny the claim.

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 9th day of February 1968.