



Award No. 16566
Docket No. SG-14739

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jerry L. Goodman, 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) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 14, and the Memorandum of Agreement signed at Chicago, Illinois on September 9, 1954 — effective September 15, 1954, when it assigned Signalman W. D. Moore to perform work which rightfully belonged to Relief Signal Maintainer R. M. Babb with home station at 61st Street, Chicago, Illinois.

(b) The Carrier be required to compensate Signal Maintainer Babb as follows:

November 4, 1962 (Sunday)	- 8 hours at punitive rate
November 5, 1962	- 8 hours at straight time rate
November 11, 1962 (Sunday)	- 8 hours at punitive rate
November 12, 1962	- 8 hours at straight time rate
November 13, 1962	- 8 hours at straight time rate
November 14, 1962	- 8 hours at straight time rate
November 15, 1962	- 8 hours at straight time rate
November 18, 1962 (Sunday)	- 8 hours at punitive rate
November 20, 1962	- 8 hours at straight time rate
November 21, 1962	- 8 hours at straight time rate
November 22, 1962 (Holiday)	- 8 hours at punitive rate
November 25, 1962 (Sunday)	- 8 hours at punitive rate
November 28, 1962	- 8 hours at straight time rate
November 29, 1962	- 8 hours at straight time rate

(Carrier's File: - L-130-269)

Nov. 1962	Reg. Time	Holi- day Pay	Over Time	Travel Time	
7 W	8			1½	8A-12N — 1P-5P, Root Street
8 TH	8			1½	8A-12N — 1P-5P, Root Street
9 F					
10 S					
*11 SUN	8				6:30A-10:30 — 11:30-3:30P, Blue Island
*12 M	8			1½	6A-10A — 11A-3P, 45th Street
*13 T	8			1½	6A-10A — 11A-3P, 45th Street
*14 W	8			1½	8A-12N — 1P-5P, Root Street
*15 TH	8			1½	8A-12N — 1P-5P, Root Street
16 F					
17 S					
*18 SUN	8				6:30A-10:30; 11:30-3:30P, Blue Island
19 M	8			1½	6A-10A — 11A-3P, 45th Street
*20 T	8			1½	6A-10A — 11A-3P, 45th Street
*21 W	8			1½	8A-12N — 1P-5P, Root Street
*22 TH Holiday		8	8	1½	8A-12N — 1P-5P. Root Street
23 F					
24 S					
*25 SUN	8				6:30A-10:30 — 11:30-3:30P, Blue Island
26 M	8			1½	6A-10A — 11A-3P, 45th Street
27 T	8			1½	6A-10A — 11A-3P, 45th Street
*28 W	8			1½	8A-12N — 1P-5P, Root Street
*29 TH	8			1½	8A-12N — 1P-5P, Root Street
30 F					

*Dates Claimed by Mr. Babb

(Exhibits not reproduced.)

OPINION OF BOARD: On September 15, 1964, the parties entered into a Memorandum of Agreement creating two positions "To provide a combi-

nation of vacation and other relief of signal maintainers in the Chicago Terminal District . . .", the pertinent provisions of which are as follows:

"1. A Signal Maintainer position will be established with home station (see Rule 13) at UD Tower, Joliet, Illinois, basic hourly rate \$1.951, to normally provide relief service between MP 45 and Midlothian, but may be used at other points on rest days of occupant of relief position set forth in Item 2 of this Memorandum of Agreement or when such relief man is not available. The assignee of this relief position will be assigned to work week Saturday through Wednesday with Thursday and Friday as rest days. Penalty rates of pay will not apply where shift change is involved and the assignee will not be required to work more than 16 hours in any 24 hour period. Employee when not performing relief work may be used to perform other work on other days.

2. A Signal Maintainer position will be established with home station (see Rule 13) at 61st Street Tower, basic hourly rate \$1.951, to normally provide relief service between 25th Street, Chicago, Illinois, and Midlothian but may be used at other points on rest days of occupant of relief positions set forth in Item 1 of this Memorandum of Agreement or when such relief man is not available. The assignee of this relief position will be assigned a work week Monday through Friday with Saturday and Sunday as rest days. Penalty rates of pay will not apply where shift change is involved and the assignee will not be required to work more than 16 hours in any 24-hour period. Employees when not performing relief work may be used to perform other work on other days."

This dispute concerns the position described in the above paragraph No. 2 of the Memorandum Agreement.

On sixteen days during the month of November, 1961, Carrier assigned a Signalman, regularly assigned to a signal gang, to furnish relief for certain Signal Maintainer positions within Claimant's territory. Four of these days were Claimant's rest days, one was a holiday for which he was paid the regular rate; on the remaining eleven days, Claimant was performing other than vacation or relief work for which he was compensated.

Claimant contends that under the above-quoted provisions of the Memorandum of Agreement, these sixteen days of relief rightfully belonged to his position and he should, therefore, have been called to perform said work.

From the plain language used in their Memorandum of Agreement, it is apparent that the parties intended to create two interrelated positions of Relief Signal Maintainer to perform as much of the relief work occurring in the Chicago Terminal District as two men working a maximum of sixteen hours per twenty-four hour period, five days per week, could perform.

That such is the purpose of the agreement is borne out by the existence therein of certain provisions necessary to effectuate that purpose: the incumbent of each position may work up to sixteen hours per day; neither incumbent is entitled to a penalty rate of pay for a shift change; the work week and rest days of each incumbent are different so that at least one incumbent will be on duty each day of the week and Carrier is permitted to use either

incumbent in the other's territory on the rest days of the latter or when latter is unavailable.

Thus, we can only conclude that Claimant is entitled to all the relief work in his territory up to a maximum of sixteen hours per day save and except relief work occurring on his assigned rest days of Saturday and Sunday if performed by the occupant of position number one.

Therefore, Claimant is entitled to receive the difference between what he actually earned and what he would have earned had he performed relief signal maintenance work on all the dates in question.

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 the Agreement was violated by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1968.