



Award Number 17477

Docket Number SG-18074

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

Robert C. McCandless, Referee

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND 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. L. Tarrant for two (2) days' pay at one and one-half his straight-time rate plus what he has already been paid for October 14 and 15, 1967, account Carrier's violating Rules 8, 12, and 17 of the Signalmen's Agreement. [Carrier's File: L-130-416.]

EMPLOYEES' STATEMENT OF FACTS: The instant dispute arose because on October 14, and 15, 1967, only one trick was worked at U. D. Interlocking Plant, Joliet, Illinois. That trick began at 3:00 P.M. and ended at 11:00 P.M. The trick which immediately preceded in each instance was the one which started 24 hours before.

Claim was filed by the Local Chairman on behalf of Signal Maintainer J. L. Tarrant, based on the provisions of Rules 8 and 12 of the current Signalmen's Agreement, which read as follows:

"RULE 8. HOURS OF SERVICE: Where one shift is worked, or for the first shift where two shifts are worked, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. Where two (2) shifts are worked, eight (8) consecutive hours shall constitute a day's work for the second shift. An allowance of twenty (20) minutes shall be made during the second shift for meal period without deduction in pay. Except by mutual agreement between the management and the General Chairman, the second shift shall immediately follow the first shift or may begin so as to terminate at the beginning of the first shift."

"RULE 12. STARTING TIME: The starting time of the work period of all employees, where one shift is worked, or the first shift where two or three shifts are worked, shall be established between the hours of 6:00 a.m. and 8:00 a.m., consistent with the requirements of the service. The starting time of employees shall not be changed without first giving the employees affected sixteen (16) working hours' notice. Starting time shall not be temporarily changed for the purpose of avoiding overtime.

Changes in starting time may be made in conformity with the adoption of Day Light Savings Time in any particular state or locality. If starting time is changed in accordance with the adoption of Day Light Savings Time, the starting time will revert to Standard Time at the termination of Day Light Savings Time. Such changes shall not be considered grounds for claiming overtime or cause for readvertisement of the positions."

Carrier will not burden the record by reproducing Rule No. 17 due to its lengthiness, however, it will refer to pertinent portions of said rule where applicable hereinafter or in its rebuttal submission.

3. The regularly assigned maintainer on the first shift at U. D. Tower, Joliet, Illinois—assigned hours 7:00 A.M. to 3:00 P.M.—had scheduled rest days of Saturday and Sunday at the time in question. He was relieved on those days by the regularly assigned relief man, i.e., Mr. M. L. Barry. Effective October 14, 1967 Mr. M. L. Barry commenced his scheduled vacation. Accordingly, consistent with the requirements of the service, the Carrier blanked the first shift maintainer's position at U. D. Tower, Joliet, Illinois, on the dates that Mr. M. L. Barry would have worked this assignment, i.e., Saturday October 14, 1967 and Sunday, October 15, 1967. The claimant in the instant dispute was assigned to work the second shift maintainer's position, i.e., 3:00 P.M. to 11:00 P.M. on the dates in question.
4. The instant claim was filed with Signal Supervisor R. S. Carle by the Brotherhood's Local Chairman asserting that the blanking of the first shift maintainer's position on the dates of October 14 and 15, 1967 while the incumbent was on vacation, constituted a violation of Rules 8, 12 and 17 of the working agreement.
5. To avoid burdening the record, Carrier has not included copies of the correspondence and presented on the property concerning this claim as it is anticipated the Brotherhood will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Brotherhood's reproduction of such correspondence.
6. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: Carrier blanked a regular first shift relief position the two days its occupant was on vacation. The second shift position continued to be covered. Employees claim that without a first shift, there could be no second shift, and consequently they claim Carrier should have filled this temporary vacancy. Employees now seek overtime compensation for the Claimant they allege was entitled to this work.

A careful reading of the existing Agreement fails to provide a specific requirement that this vacation vacancy should have been filled, and in the absence of such a provision, this Board has upheld Carrier's right to blank

such a position. (See Awards 12686, 12099, 13174, and 15975.) We find no reason in the instant case to disturb that principle.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of September 1969.