



Award Number 17769

Docket Number SG-18076

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert C. McCandless, Referee

PARTIES TO DISPUTE:

**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:

- (a) On behalf of Signalman J. L. McKeever—regularly assigned to Crew No. 12 with headquarters at Hutchinson, Kansas—for eight (8) hours' pay for each day from October 2 to 14, 1967, that he was required to relieve the Topeka, Kansas Signal Maintainer, in violation of Rules 14, 15, 20, 39, 41, 42, 56, 58, 59, and 60 of the Signalmen's Agreement.
- (b) On behalf of the senior Assistant Signalman (to be determined from a check of Company records) who should have been promoted to fill the vacancy created in Crew No. 12 on each day that Signalman McKeever did not fill his assignment. This claim is for the difference in pay between that which the Assistant Signalman earned as an Assistant Signalman and that of a Signalman's rate of pay.

(Carrier's File: L-130-414)

EMPLOYEES' STATEMENT OF FACTS: This dispute arose for two (2) reasons, 1—because the Carrier unilaterally required a regularly assigned gang employee, Claimant J. L. McKeever, who's headquarters are in Hutchinson, Kansas, to suspend work on his signalman position on Crew 12, and work the assignment of a regularly monthly rated signal maintainer on a maintenance territory, and 2—because the senior assistant signalman was not used to fill the signal maintainer vacancy in accordance with the provisions of Rule 30 (d).

From October 2 to 14, 1966, Carrier required Claimant J. L. McKeever to report to and fill the position of a monthly rated signal maintainer who was on vacation.

For the period involved, Carrier unilaterally required Claimant to suspend work on his position in Crew 12 and work the position of a monthly rated signal maintainer at Topeka, Kansas.

The Agreement provides in Rule 30 a way for filling short vacancies where bulletin is not required or pending bulletin and assignment, Car-

7. General Chairman A. E. Ketterman filed the instant claim in claimants behalf claiming an additional eight (8) hours at the pro rata rate account claimant being used off his regular assignment and away from his gang on the dates shown in the "Employees' Statement of Claim."

8. General Chairman A. E. Ketterman also filed claim in behalf of the Senior Assistant Signalman on Gang No. 12 for the difference in pay between Signalman and Assistant Signalman for each day that Signalman McKeever did not fill his assignment.

9. To avoid burdening the record, Carrier has not included copies of all correspondence on the property concerning this claim as it is anticipated the Employees will produce such correspondence as a part of their 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 Employees' reproduction of such correspondence.

(Exhibits Not Reproduced)

OPINION OF BOARD: Claim is brought by Employee on behalf of Signalman McKeever for eight hours pay for each day he was required to relieve another Signal Maintainer, in alleged violation of the Agreement. Further, claim is made for the Assistant Signalman who should have been promoted to McKeever's position while he was away, at the difference in pay between an Assistant and that of a Signalman.

These identical parties have brought similar claims before us several times in recent months. Regardless of the Rules cited by the Employee, none were cited expressly prohibiting what was done here, and the fact is that the practice in the past has been to use Crew and Gang men for relief vacation work. Rules 22, 23 and 25 of the Agreement support this practice.

Citing Awards 16278, 16931 and 17143 as controlling, this Board hereby denies this 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 Employee involved in this dispute are respectively Carrier and Employee 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 11th day of March 1970.