NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 20803

THIRD DIVISION Docket Number SG-20480

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claims of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company that:

Claim No. 1

(a) On or about May 19, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when Ldr. Sig. Mtnr. B. S. Williams was not called to perform overtime work on the highway crossings signals 3 miles West of Early, Iowa. which is on his assigned territory.

(b) The Carrier now be required to compensate, B. S. Williams for 4 hours at his overtime rate, the amount of time consumed by Sig. Mtnr. D. F. Marr performing the above work.

(a) On or about May 23, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when Mr. Sig. Mmr. B. S. Williams. was not called to perform overtime work on the highway crossing signals at Odebolt, Iowa, which is on his assigned territory.

(b) Carrier now be required to compensate him for 3 hours and 30 minutes at his overtime rate, the amount of time consumed by D. F. Marr, Signal Mtnr. who performed the work.

(a) On or about May 24, 1972, the carrier violated the current Signalmen's Agreement. particularly rules 2(d) and 16(a) when Ldr. Sig. Mtnr. B. S. Williams, was not called to perform overtime work on the highway crossing signals 3 miles West of Wall Lake, Iowa on his assigned territory.

(b) The Carrier now be required to compensate him for 4 hours and 30 minutes, the time consumed by Signal Mtnr. D. F. Marr, performing the above work.

(a) On or about June 22. 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when Leader Sig. Mtnr., B. S. Williams, was not called to perform overtime work on the crossing signals at Willis Ave., Fort Oodge and the highway crossing signals 3 miles Mest of Wall Lake, Ia. which are on his assigned territory.

(b) The Carrier now be required to compensate him for 5 hours at his overtime rate, the amount of time consumed by Sig. Mtnr., D. F. Marr, performing the above work.

[Carrier file: 79-3-108]

Claim No. 2

(a) On or about August 14. 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when the Carrier assigned supplemental overtime work on the County Road crossing signals at Arthur, Iowa to Signal Maintainer. 0. F. Marr instead of leader signal maintainer, B. S. Williams, whom directs the work of the above named maintainer.

(b) The Carrier now be required to compensate B. S. Williams for 2 hours at his overtime rate. the amount of time consumed by Mr. Marr performing the above work.

(a) On or about August 18, 1972, the Carrier violated the current Signalmen's Agreement. particularly rules 2(d) and 16(a) when Carrier called signal maintainer, 0. F. Marr, to perform emergency repair work on the Hwy. #3 crossing signals at Gilmore City, la., instead of calling the Leader Signal Mtnr.. B. S. Williams, whom under rule 2(d) directs the work of the above named nuintainer.

(b) The Carrier now be required to compensate B. S. Williams for 3 hours at his overtime rate, the amount of time consumed by Mr. Marr performing the above work.

(a) On or about August 23. 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when the carrier assigned supplemental overtime work of the repair of Hwy. #17 crossing signals at Stanhope. Ia. to signal mtnr. 0. F. Marr, instead of the Leader Signal Htnr., B. S. Williams, whom under Rule 2(d) directs the work of the above named maintainer.

(b) The Carrier now be required to compensate 8. S. Williams, for 2 hours, the amount of time consumed by Mr. Marr performing the above work.

[Carrier file: 79-24-18]

Claim No. 3

(a) On or about August 6, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when it called the Signal Maintainer, P. J. Penner, to perform overtime work on the crossing signals at Gilman Street, Sheffield, Iowa, instead of calling the Leader Signal Htnr., B. S. Williams, whom directs the work of the above maintainer.

(b) Carrier now be required to compensate B. S. Williams for a call the, amount of time consumed by P. J. Penner performing the above work.

(a) On or about August 9, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules Z(d) and 16(a) when it did not call the Leader Signal Maintainer, B. S. Williams, but called the Maintainer. P. J. Penner, whom is under the direction of the above named Leader, for overtime work'on the Mason City Interlocker with the Clear Lake Railroad.

(b) Carrier now be required to compensate B. S. Williams, a call,. 2 hours and 49 minutes, the amount of time consumed by the Maintainer performing the above work..

(a) On or about August 24, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when it did not call the Leader Signal Maintainer, B. S. Williams, to perform emergency repair work on the Clark Street flashing light signals at Albert Lea, Minn., but instead called the signal maintainer P. J. Penner, whom is under the direction of the above Leader.

(b) Carrier now be required to compensate B. S. Williams, 3 hours and 46 minutes, at rate and one-half, for the amount of time consumed by P. J. Penner. performing the above work.

[Carrier file: 79-24-19]

Claim No. 4

(a) On or about September 23. 1972, the Carrier violated the current Signalmen's Agreement. particularly rules 2(d) and 16(a) when the Carrier assigned supplemental overtime work of the repair of the Clark Street crossing signals at Albert Lea, Minnesota to signal maintainer, R. R. Siders, instead of the Leader Signal Maintainer, 6. S. Williams, whom, under rule 2(d) directs the work of the above named maintainer.

(b) Carrier now be required to compensate 8. S. Williams for 2 hours and 40 minutes. at rate and one-half. the amount of time consumed by R. R. Siders performing the above work..

'(a) On or about September 28, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) and the Memorandum of Understanding on the Mason City Territory, when the Carrier assigned supplemental overtime work to signal maintainer R. R. Siders, repairing the crossing signals on Clark St., Albert Lea, Minnesota, instead of to the Leader Signal Maintainer. 8. S. Williams, whom under rule 2(d) directs the work of the above named maintainer.

(b) Carrier now be required to compensate 8. S. Williams for 3 1/2 hours, the amount of time consumed by R. R. Siders performing the above work.

(a) On or about September 29. 1972. the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) and the Memorandum of understanding on the Mason City Territory. when the Carrier assigned supplemental overtime work repairing the crossing signal struck by automobile at Trimont, Minn. to signal inaintainer, R. R. Siders, instead of the Leader Signal Maintainer, 8. S. Williams whom under rule 2(d) directs the work of the above named maintainer.

(b) Carrfer non be required to compensate B. S. Nilliams for 4 hours at his overtime rate, the amount of time which was consumed by R. R. Siders performing the above work..

(a) On or about October 5, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d), 16(a) and the Memorandum of Understanding on tine Mason City territory, when the Carrier assigned supplemental overtime to signal maintainer, R. R. Siders. repairing the crossing signals at Cortland, Minnesota instead of the Leader Signal Maintainer, B. S. Williams, whom under rule 2(d) directs the work of the above named maintainer.

(b) Carrier now be required to compensate B. S. Williams 4 hours and 40 minutes, at his overtime rate, the amount of time which was consumed

by R. R. Siders performing the above work.
[Carrier file: 79-24-20]

OPINION OF BOARD: This case arises from the same set of facts circumstances as does Award 20801. On the claim dates at issue herein, Claimant B. S. Williams was the Leader Signal Maintainer for the combined Mason City Signal Maintenance territory, established by Carrier by Characteristic Notice dated January 24. 1972. On various dates listed, Signal Maintainers under the direction of Claimant were called to perform overtime work in the territory, rather than the Leader Signal Maintainer. The Organization contends that this constitutes a violation of the Agreement, in particular a Memorandum of Understanding dated January 16, 1941.

The positions of the parties herein are substantially the same as those discussed in our Opinion in sustaining Award 20801 and, for reasons developed fully in that Award, we surmount the respective procedural objections and turn to the merits.

Carrier suggests that the instant case should be distinguished because the Signal Maintainers who performed the contracted work were not all headquartered in Mason City but rather at other locations in the territory. The difficulty with this position is that the Memo of January 16, 1941 admits of no such distinction, reading in pertinent part that: "The leading Maintainer at Meson City is in charge of the territory and it will be his prerogative to answer any calls on the territory" (Emphasis added). Moreover, Carrier has argued persuasively in snotherrelatedcase that the combined Mason City maintenance territory is since January 24, 1972 a single unified territory for purposes of applying Rule 20(a) of the Agreement. See Award 20802 . Carrier cannot have it both ways.

For reasons developed more fully in Award 20801 the Leading Signal Maintainer had the prerogative to answer the calls listed in the various claim dates and, accordingly, the claims are sustained.

FINDINGS: The Third Division of the Adjushsent 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 Agreement was violated.

A W A R D

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 29th day of August 1975.