

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20804
Docket Number SG-20486

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 January 31, 1972, the Carrier violated the current Signalmen's Agreement, particularly rule 2(d) and 16(a) when Ldr. Sig. Mtnr., J. F. Rairdin, was not called to perform overtime work at Linn Grove, Iowa, but instead Carrier used a signal Mtnr., whom is under the direction of the above named leader.
- (b) The Carrier now be required to compensate J. F. Rairdin, a call at his overtime rate for the above violation.
/Carrier's File 79-24-g

Claim No. 2:

- (a) On or about February 19, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when the carrier did not call Leader Signal Mtnr. J. F. Rairdin, to perform overtime work on his assigned territory at Eldora Interlocking, but instead used a signal Mtnr., whom is under the direction of the Leader.
- (b) The Carrier now be required to compensate Mr. Rairdin for a call at his overtime rate for the above violation.
/Carrier's File: 79-24-6/

Claim No. 3:

(a) On or about March 14, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when the Carrier did not use Leader Signal Maintainer, J. E. Hansen, for emergency work 11:00 p.m. to 4:00 p.m. at Sheffield, IO. but instead used Signal Maintainer B. S. Williams. when to under the direction of the above named Lender.

(b) The Carrier now be required to compensate J. E. Hansen, for an equal amount of time, at his overtime rate, for the time consumed by B. S. Williams performing the above work.

[carrier's File: 79-3-105]

Claim No. 4:

(a) On or about March 5, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16 (a) when it assigned Signal Maintainer, P. J. Penner, to emergency work at Dumont, Iowa, 11:00 a.m. to 4:55 p.m. instead of calling the Leader Signal Maintainer, J. P. Rairdin, whom directs the work of the above named signal maintainer.

(b) The Carrier now be required to compensate the above named Leader, J. P. Rairdin, an equal amount of time at his overtime rate for the violation.

[Carrier's File : 79-24-7]

Claim No. 5:

(a) On or about February 27, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when the Carrier assigned emergency overtime work to Signal Mtnr. P. J. Penner, instead of Leader Sig. Mtnr., J. P. Rairdin, whom directs the work on the Mason City Territory.

(b) The Carrier new be required to compensate Mr. Rairdin, for an amount of time equal to that consumed by Maintainer Penner in performing the above work. 1:00 p.m. to 7:00 p.m. at Albia, Iowa.

[Carrier's File: 79-24-8]

Claim No. 6:

(a) On or about March 3, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a) when Leader Signal Maintainer, J. P. Rairdin, was not used for supplemental overtime continuous with his regular assignment, but instead Carrier elected to use Signal Maintainer B. S. Williams, whom is under the direction of the above named Leader.

- (b) The Carrier now be required to compensate J. F. Bairdin, for an amount of time equal to that consumed by B. S. Williams, 4:30 p.m. to 9:00 p.m. performing the above work.

[Carrier's File: 79-24-9]

Claim No. 7:

- (a) On or about March 28, 1972 the Carrier violated the current Signalmen's Agreement, when Leader Signal Maintainer, J. E. Hansen, was not called to perform overtime work at the Hwy. 465 crossing signals at Iowa Falls, Ia., but instead Carrier elected to call P. J. Penner, Signal Mtnr. at Hampton, whom is under the direction of the above named leader.

- (b) The Carrier now be required to compensate J. E. Hansen for an equal amount of time as consumed by signal maintainer Penner performing the above work

[Carrier's File: 79-24-10]

Claim No. 8:

- (a) On or about March 18, 1972, the Carrier violated the current Signalmen's Agreement, when the Carrier did not call Ldr. Signal Maintainer, J. E. Hansen, for emergency work on the crossing signals at 15th St., S.E., Mason City, Iowa, but instead called Signal Maintainer, B. S. Williams, whom is under the direction of the above named leader.

- (b) The Carrier now be required to compensate Leading Signal Maintainer, J. E. Hansen, for (4) hours, the time consumed performing the above work. at his overtime rate.

[Carrier's File: 79-24-11]

Claim No. 9:

- (a) On or about March 26, 1972 the Carrier violated the current Signalmen's Agreement, when Leader Signal Maintainer J. E. Hansen, was not called to perform overtime work on his assigned territory, but the carrier called signal maintainer, P. J. Penner, whom is under the direction of the above named leader.

- (b) The carrier now be required to compensate J. E. Hansen for 3 hours and 40 minutes at his overtime rate, the time which was consumed in the violation above.

[Carrier's File: 79-24-12]

Claim No. 10:

- (a) On or about April 5, 1972 the carrier violated the current Signalmen's Agreement, when the carrier did not use Ldr. Sig. Mtnr., J. E. Hansen, for supplemental overtime work at So. Federal Ave., Mason City, but instead used Signal maintainer, B. S. Williams, whom is under the direction of the above named leader.

- (b) The Carrier now be required to compensate J. E. Hansen, at his overtime rate for 8 1/2 time consumed by B. S. Williams, performing the above work.

[Carrier's File: 79-24-13]

Claim No. 11:

- (a) On or about March 22, 1972 the Carrier violated the current Signalmen's Agreement, when it did not assign emergency work to Leader Signal Mtrr. J. E. Hansen, but instead called and used Signal Maintainer B. S. Williams, whom is under the direction of the above named Leader.
- (b) The carrier now be required to compensate, J. E. Hansen, for (3) hours, the time consumed by B. S. Williams performing work on crossing signals at Sand Pit Road, Lehigh Cement Company, Mason City, and replacing the marker light on the Milw. Plant.

OPINION OF BOARD: The instant case, like its predecessor related cases, Award 20801 and 20803 presents the question as to whether Carrier violated the Agreement, particularly a memorandum of Understanding dated January 16, 1941, by calling Signal Maintainer's rather than the Leading Signal Maintainer to perform overtime and emergency work on the Mason City combined Maintenance territory, as established by Carrier's Characteristic of January 24, 1972. herein were successive incumbents of the Leader Signal Maintainer position headquartered at Mason City, on the respective claim dates as indicated.

The positions of the parties herein were identical to those raised in our Awards 20801 and 20803. For reasons developed more fully therein we sustain the instant claims on their merits.

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 violated.

A W A R D

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

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