

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20894  
Docket Number SG-20829

Irwin M. Lieberman, 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:

Claim No. 1

(a) On or about November 20, 1972, the Carrier violated the current **Signalmen's** Agreement, particularly rules 2(d), **16(a)** and the Memorandum of Understanding on the Mason City territory, when **the Carrier** assigned supplemental overtime to signal maintainer L. E. Koppenhaver, repairing the auto flags at Des Moines Street, Webster City, Iowa instead of using the leader **signal** maintainer, **J. W. Braden**, whom directs the work of the above named maintainer.

(b) Carrier now be required to compensate J. W. **Braden** for 2 hours and **40 minutes** at his overtime rate, which is the amount of **time** consumed by **L. E. Koppenhaver** performing the above work.

Claim No. 2

(a) On December 6, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d), **16(a)**, and the **Memorandum** of Understanding on the Mason City territory, when the Carrier assigned supplemental overtime repairing the **Main** Street crossing signals at **Rockwell, Iowa** to **signal** maintainer, P. J. Penner, instead of to the leader signal maintainer, **J. W. Braden**, whom under rule 2(d) directs the work of the **above** named maintainer.

(b) Carrier now be required to **compensate** J. W. **Braden** for 2 hours and **45 minutes**, the **amount** of time consumed by **P. J. Penner**, performing the above work.

Claim No. 3

(a) On December 6, 1972 **the** Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and **16(a)**, also the Memorandum of Understanding on the Mason City territory, when the Carrier assigned supplemental **overtime** repairing **signal #2** on the West Plant at Mason City to signal maintainer **P. J. Penner**, whom under **rule** 2(d) should have been directed to do so by the leader signal maintainer assigned to the territory.

(b) **Carrier** now be required to compensate **J. W. Braden**, leader signal maintainer, **assigned** to the territory, for 3 hours and 45 minutes, the amount of **time** consumed by P. 3. Penner, **performing** the above work.  
[Carrier's File: 79-24-21]

OPINION OF BOARD: The dispute herein is one of a series of related cases all involving the assignment of overtime after the consolidation of certain Signal Maintenance territories. Carrier, in its submission and rebuttal before this **Board** stated that the circumstances and issues herein were similar to those considered by this **Board** in Awards 20801, 20803 and 20804, particularly in Award 20804. The **Organization** concurs. In **all** of those disputes we found that the Leader Signal Maintainer should have been accorded the overtime calls based on the language of the January 16, 1941 Agreement. The doctrine of res judicata is applicable herein and the claims must be sustained for the reasons developed in detail in Award 20801.

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. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December 1975.