

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21952
Docket Number SG-21676

Robert M. O'Brien, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE:

[The Long Island Rail Road

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Long Island Rail

Road:

Case SG-08-75

On behalf of Maintainer/Technician Sub. Div #2 (Vac. Rel.) R. Umstady for two hours pro rata pay (\$7.3927 per hour), pursuant to Rule 16 of the amended May 1, 1954 agreement, account on February 10 and 11, 1975, he was assigned to cover the position of Signal Maintainer, Jay Tower, 3 pm - 11 pm, then was sent to Dunton Interlocking to perform work.

OPINION OF BOARD: Claimant was the assigned vacation relief Signal Maintainer on Subdivision #2. On February 10 and 11, 1975, he was relieving the second trick Signal Maintainer at Jay Tower.' According to the Brotherhood, Subdivision #2 is divided into several sections, and on February 10 and 11, 1975, Claimant was relieving the Signal Maintainer assigned to Jay Tower which is on section C. However, during his tour of duty on these days, he was required to perform work on section B. Account required to perform work on two sections during his regular hours, Claimant. submitted a claim for two additional hours' pay citing Rule 16 in support of his claim.

Carrier denied the claim asserting that on the claim dates, Claimant was assigned to cover Position No. 5622, which, pursuant to the bulletin, had an assigned territory consisting of the entire Subdivision #2. And Dunton Tower, where the disputed work was performed, was located within the confines of Subdivision #2. Thus, it is Carrier's contention that Claimant performed service on his assigned territory, and that no additional compensation was due as a result. Carrier further maintains that historically on this property sections existed on the first trick only, whereas Claimant was filling a second trick assignment on the claim dates. Accordingly, the entire Subdivision was his assigned territory.

It is manifestly clear that by virtue of Bulletin No, 1036 dated February 7, 1974, the Carrier established sections within Subdivision #2. Jay Tower was designated as section C and Dunton Tower was designated

as section B. It is significant that nowhere in Bulletin No. 1036 is it stated that the established sections are limited solely to the first trick as asserted by the Carrier. Thus, on the claim dates, Claimant was working a second trick position assigned to Jay Tower (section C). Yet, during his regular work hours on these days he performed work at **Dunton** Tower (section B). Accordingly, pursuant to the **clear and** unambiguous provisions of Rule 16, Claimant was entitled to an additional one hour's pay at his **regular** rate for each day that he performed work on **two** or more sections.

It is the opinion of this Board that Rule 16 is clear and **un-ambiguous**. It provides for an additional **allowance** of one hour's pay when a Maintainer works on **two** or more sections during his regular hours. And since Rule 16 is clear **and** unambiguous any past practice in conflict therewith cannot alter its application to the claim before us. The Rule **must** be applied as drafted notwithstanding any practice to the contrary. The instant claim is supported by the language of Rule 16, and must be sustained as a result.

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;

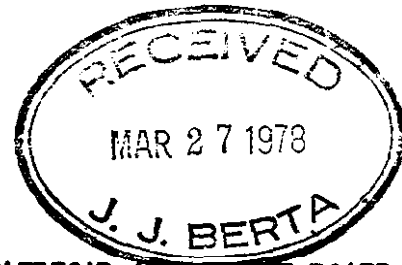
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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

Claim sustained.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1978.