

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 40899
Docket No. SG-40925
11-3-NRAB-00003-090244**

The Third Division consisted of the regular members and in addition Referee Lisa Salkovitz Kohn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Northeast Illinois Regional Commuter Railroad
(Corporation (Metra)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Rail Corp.:

Claim on behalf of K. P. Lavin, for eight hours at the overtime rate and eight hours at his time and one-half rate of pay, account carrier violated the current Signalmen’s Agreement, particularly Rules 15, 51, and Side Letter involving Supplement No. 2 dated April 14 [15], 1994, when it failed to compensate Claimant eight hours pay at the overtime rate for work performed on his assigned sixth day on November 21, 2006, and eight hours pay at the half-time rate for work performed on his assigned rest day on November 22, 2006. Carrier’s File No. 11-21-609. General Chairman’s File No. 145 RI 06. BRS File Case No. 14204-NIRC.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

At all times relevant to this dispute, the Claimant was assigned to a Signal Gang on the Rock Island Engineering District as the Vacation Relief Signal Maintainer, a monthly rated position. The position's scheduled hours were 7:00 A.M. to 3:00 P.M., Thursday through Monday, and relief duties as assigned. On Monday, November 20, 2006, the Claimant performed work with Gang No. 8, his regular assignment, when not relieving. On Tuesday, November 21, 2006, the Claimant served a "standby day," and he was compensated eight hours straight time based on the Signal Maintainer's monthly rate. On Wednesday, November 22, 2006, the Claimant was assigned to relieve the day shift Sub-Line Signal Maintainer, whose regularly scheduled workweek is Monday through Friday. For his work on November 22, 2006, he was paid eight hours straight time. The Claimant was off on Thursday, November 23 and Friday, November 24, 2006.

The Organization claims that the Carrier violated Rules 15, 51, and the Side Letter to Supplement No. 2 dated April 15, 1994, because the Claimant did not receive the overtime rate for his service on November 21, 2006, his assigned sixth day, and he is entitled to an additional eight hours pay at his half time rate for service on November 22, 2006, his assigned rest day.

In Third Division Award 40897, the Board concluded that under Supplement No. 2 and the Side Letter dated April 15, 1994, the Vacation Relief employee assumes the assigned work days, sixth day and rest day of the position that he is relieving, but he cannot be required to work more than eight consecutive days at the straight time rate of pay. We reiterate that conclusion in this case, for the reasons stated there. Moreover, there is nothing in either Supplement No. 2 or the Side Letter dated April 15, 1994, that grants a Vacation Relief Maintainer more than the Signal Maintainer's monthly rate during the assigned hours of the relieved position, with only one exception: If a Vacation Relief employee works more than eight consecutive days at the straight time rate, then the employee is entitled to a half-time penalty in addition to receiving compensation based on the monthly rate. Other than that situation, the Vacation Relief employee is entitled to no more than the Signal Maintainer's monthly rate of pay for all hours worked, either on his regular assignment, or when relieving a vacationing employee, or when performing other relief assignments or signal work, as permitted by Supplement No. 2.

As a result, the Claimant is not entitled to any additional compensation for November 21 or 22, 2006. On November 21, 2006, he was on standby but did not work. The Organization objects that he is entitled to an additional eight hours at half-time for that "service," because he otherwise is paid no more than if he had not been on standby at all. However, the Organization has not identified any provision that requires such compensation for a monthly-rated employee.

The Claimant also was compensated properly for November 22, 2006. November 22 was a regular work day of the day shift Sub-Line Signal Maintainer that he was assigned to relieve. Under Supplement No. 2, the Claimant accepted the assigned hours and assigned rest days of that position, so he was not entitled to any additional compensation beyond the eight hours' pay at his straight time rate.

The Carrier cannot require a Vacation Relief Maintainer to work more than eight consecutive days at the straight time rate of pay under the quoted language of the Side Letter dated April 15, 1994. However, that limitation was not violated in this case. Accordingly, the claim is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 10th day of March 2011.