

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 41845
Docket No. SG-41578
14-3-NRAB-00003-110202**

The Third Division consisted of the regular members and in addition Referee Michael Capone 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 Railroad Corp. (METRA):

Claim on behalf of R. B. Haywood, for six hours pay at the overtime rate, account Carrier violated Agreement Rules 12, 15, 74, and Side Letter No. 13 (dated May 16, 1999), when it suspended the Claimant for one hour, holding him on standby, in order to avoid paying overtime, and then instructed him to return to work with a signal gang once it was being compensated at the overtime rate. This violation occurred on the dates of November 30, 2009, December 2-4, 2009, December 8, 2009, and December 16, 2009. Carrier’s File No. 11-21-750. General Chairman’s File No. 1-RI-10. BRS File Case No. 14542-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.

On January 27, 2010, the Organization filed this claim alleging that the Carrier violated Rules 12, 15, 74, and Side Letter No. 13 dated May 16, 1999, (hereinafter referred to as the "Side Letter") when on November 30, December 2, 3, 4, 8, and 16, 2009, it required the Claimant to suspend work at the end of his tour of duty at 2:00 P.M. and return to his headquarters until 3:00 P.M. when he was to begin working overtime with a signal gang. The Organization argued that the Carrier's actions violated the Agreement when it failed to pay the Claimant one hour at the overtime rate of pay for the "stand-by" time between 2:00 P.M. and 3:00 P.M.

The Claimant was assigned to the Rock Island District, and was headquartered at the Gresham Interlocking as a Signal Maintainer. The signal gang was assigned to work on the Gresham Signal Maintenance territory between November 30 and December 16, 2009 and the Claimant, in accordance with the Side Letter, was entitled to work with the signal gang on his territory.

The relevant contract language, in pertinent part and applicable to the dispute, is as follows:

"RULE 15

SECTION 1 – (a) OVERTIME--BEFORE AND AFTER BASIC DAY:

The hourly rates named herein are for an assigned eight (8) hour day. All service performed outside of the regularly established working period shall be paid as follows:

When overtime service is required of a part of a group of employees who customarily work together, the senior qualified available

employees of the class involved shall have preference to such overtime if they so desire.

SIDE LETTER NO. 13

In connection with adoption of Wage, Rule, and Benefit Agreement today, the issue of the access maintainers have to overtime when other Signal Department employees are performing work on a maintainer's assigned territory or plant was discussed. In these discussions, it was recognized that, inasmuch as signal maintainers have primary responsibility for the maintenance of their assigned territory or plant, they should be utilized, to the extent possible, when work is to be performed on such assigned territory or plant.

In view of such recognition, it is hereby agreed that current Rule 15 shall be defined to include maintainers as being part of the 'group of employees who customarily work together,' as this phrase is used in the Rule, provided such maintainer(s) actively participate, to the extent possible, in the work being performed during assigned hours. Such use of the maintainer(s) shall not serve to affect the manpower that is required to perform the work."

The Board finds that this individual claim was filed on behalf of the Claimant along with three separate claims dealing with various dates and Signalmen where each was denied one hour of pay under Rule 15 and Side Letter No. 13. The claim is, therefore, a companion to other cases docketed and argued before the Board at the same Referee Hearing. We find that the issues and arguments stated herein are based on the same alleged violations of the Agreement and are identical to the pertinent facts and arguments presented in Third Division Award 41842. Therefore, the findings and rationale set forth in that Award are incorporated by reference and adopted here.

Based on the foregoing, we find that the record lacks the requisite substantial evidence that the Carrier violated the Agreement. Accordingly, the instant claim must be denied.

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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 28th day of April 2014.