

Award No. 11226

Docket No. SG-10956

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Phillip G. Sheridan, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
THE VIRGINIAN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Virginian Railway Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 314 (f), when it called and used another Signal Maintainer on the Carolina Jct., Va., signal maintenance territory (mile post 4.5 to mile post 30) on November 9, 10, 13, 15, 16, 22 and 24, 1957, and another Signal Maintainer and his Assistant on January 28, 1958, in place of calling and using the regular assignee, Signal Maintainer A. D. Bohon.

(b) The Carrier now pay Signal Maintainer A. D. Bohon at his respective overtime rate of pay for the violations as follows, in addition to one hour at the pro rata rate for November 22, 1957:

November 9, 10, 13, 16, 1957	— 2 hours and 40 minutes each date
November 15, 1957	— 5 hours
November 22, 1957	— 1½ hours
November 24, 1957	— 7 hours and 35 minutes
January 28, 1958	— 2 hours
January 28, 1958	— 2 hours

[Carrier's File: M-1100-31]

EMPLOYEES' STATEMENT OF FACTS: Mr. A. D. Bohon is the regular assigned Signal Maintainer for this Carrier, with headquarters at Carolina Jct., Va. Mr. Bohon's signal maintenance territorial limits are from mile post 4.5 to mile post 30. His assigned hours are from 6:30 A. M. to 3:00 P. M., with thirty minutes off for lunch. The work week of this position is Monday

Claimant was not available; therefore, maintainer on the adjoining territory, who was available, was called to perform the work which forms the basis of claim in this case.

The Carrier does not understand why the employees are submitting the claims in November, 1957, to your Board, because they surely recognize that the claims for all dates, except January 28, 1958, are not valid under the time limit on claims rule.

The claims for all dates in November, 1957, are not valid under Rule 901-1 of the Signalmen's Schedule and should be declined.

One of the claims for January 28th should be disposed of on basis of decision in case now before your Board in Docket SG-10664, the other claim for January 28th is a duplicate, and obviously claimant could not have performed the work of two men at the same time, and, for that reason, the claim for time worked by the assistant maintainer when he assisted the signal maintainer on January 28th is not valid and should be declined.

All data included in support of the Carrier's Position have been handled with the employees on the property.

OPINION OF BOARD: The issues involved in this case are similar to those in Docket SG-10664, Award No. 11225, except that the claims for the month of November are barred pursuant to the provisions of Rule 901-1.

The claim for January 28, 1958 is sustained.

The Agreement was violated.

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.

AWARD

The November 1957 claims are dismissed and the January 28, 1958 claims are sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of March 1936.

**Carrier Members' Dissent to Award 11226,
Docket SG-10956**

Our dissent to Award 11225, Docket SG-10664, applies with equal force here.

/s/ R. A. DeRossett

/s/ R. E. Black

/s/ W. F. Euker

/s/ G. L. Naylor

/s/ W. M. Roberts