

Award No. 14668
Docket No. SG-13967

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement when it failed to provide vacation relief for the position held by Signal Maintainer W. O. Davis, headquarters at Minco, Oklahoma, while he was on vacation from July 10 to 21, 1961, and, instead required Signal Maintainer M. W. Kiser and Signal Maintainer W. L. Stickley to assume the burden of keeping up the work on the vacationing Maintainer's territory in addition to their regular duties of maintaining their respective territories.

(b) The Carrier now be required to compensate Signal Maintainer M. W. Kiser for 27¾ hours at the pro rata rate, and W. L. Stickley for three (3) hours at the pro rata rate. The above represents the number of hours that the two Signal Maintainers were required to perform service on the territory of vacationing Signal Maintainer W. O. Davis. (Carrier's File: L-130-239)

EMPLOYEES' STATEMENT OF FACTS: Signal Maintainer W. O. Davis, headquarters Minco, Oklahoma, was assigned vacation under the rules of the Agreement from July 10 through 21, 1961. The Carrier did not furnish a relief worker for the Minco section during this time, and, instead required Signal Maintainer W. M. Kiser, headquarters Marlow, Oklahoma to perform 27¾ hours service on the vacationing maintainer's section. In addition, Signal Maintainer W. L. Stickley, headquarters El Reno, Oklahoma, performed three hours service during this period on the Minco section.

Therefore, Signal Maintainers Kiser and Stickley were required to keep up the work on the Minco section while the Signal Maintainer assigned to that section was on vacation. During this period, neither Kiser nor Stickley were relieved of any of the duties on their own sections.

During the vacation period, Maintainer Kiser performed 27¾ hours service on the Minco section. Of this amount, 11 hours service were performed during his regularly assigned hours and 16¾ hours service were performed

outside of regular working hours. Maintainer Stickley performed three hours service on the Minco section during his regular working hours.

The claims in this dispute were timely filed and handled in accordance with the procedure established by the applicable Agreement, as evidenced by Brotherhood's Exhibits No. 1 through 10 attached hereto.

In addition to the above, Claimant Kiser, in a letter dated November 29, 1961, advised General R. A. Watkins that he was over-burdened by the Carrier's actions in this case. His letter was discussed with the Carrier while this claim was being handled on the property.

CARRIER'S STATEMENT OF FACTS: 1. There is an Agreement between the Chicago, Rock Island and Pacific Railroad Company and Brotherhood of Railroad Signalmen of America bearing an effective date of July 1, 1952. A copy of this Agreement is on file with your Board and by reference is made a part of this submission.

2. Signal Maintainer W. O. Davis, headquarters at Minco, Oklahoma, was on vacation from July 10 to 21, 1961.

3. During the period of this vacation the Organization contends a vacation relief employe should have been provided and since none was, Signal Maintainer M. W. Kiser, headquarters at Marlow, Oklahoma, should be paid 27¾ hours at the pro rata rate, and Signal Maintainer W. L. Stickley, headquarters at El Reno, Oklahoma, should be paid 3 hours at pro rata rate for work allegedly performed on the Minco territory during this period.

4. The handling of this case on the property is exemplified as follows:

Carrier's Exhibit A — Letter dated January 19, 1962, from General Chairman to VP — Personnel.

Carrier's Exhibit B — Letter dated February 20, 1962 from VP — Personnel to General Chairman.

Carrier's Exhibit C — Letter dated May 31, 1962 from General Chairman to Vice President — Personnel with affidavit.

Carrier's Exhibit D — Letter dated September 11, 1962, from General Chairman to VP — Personnel.

Carrier's Exhibit E — Letter dated September 27, 1962, from VP — Personnel to General Chairman.

(Exhibits not reproduced.)

OPINION OF BOARD: The regular assigned Signal Maintainer on the Minco territory was on vacation from July 10 to July 21, 1961.

During that period no relief worker was assigned to that territory, but the necessary work was performed by the Claimants, for which claim is filed, alleging a violation of the parties Agreement.

While the Carrier argues that the overtime worked on vacationing employe territory was casual or unassigned overtime it does not deny the General Chairman's statement that:

Had a relief worker been provided as required by Article 6, of the Vacation Agreement there would have been no need for any one to be working at night, with the exception of derailment on July 17.

Had relief been provided this work would have been performed in daylight hours and it is part of the work load.

It appears that the time consumed in connection with July 17, derailment was not included in the total of 27 $\frac{3}{4}$ hours.

After deducting the travel time of 5 hours from the total of 27 $\frac{3}{4}$ hours, Claimant performed 22 $\frac{3}{4}$ hours, which is in excess of 25% worked on the Minco territory and is in violation of Article 10(b) of the National Vacation Agreement.

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.

Signal Maintainer M. W. Kiser's claim for 22 $\frac{3}{4}$ hours is allowed.

And Signal Maintainer W. L. Stickley's claim for 3 hours is allowed.

AWARD

Claim sustained as indicated.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July 1966.