

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 D. J. Lanfier, headquarters Hennessey, Oklahoma, while Signal Maintainer Lanfier was on vacation from June 5 to 16, 1961, and, instead, required Signal Maintainer A. Johnson to assume the burden of keeping up the work on the vacationing Maintainer's territory in addition to the duties of maintaining his own territory.

(b) The Carrier now be required to compensate Signal Maintainer A. Johnson for 20-1/6 hours at the pro rata rate. The above represents the amount of time that Signal Maintainer Johnson spent on the vacationing Maintainer's territory. (Carrier's File: L-130-237)

EMPLOYEES' STATEMENT OF FACTS: Signal Maintainer D. J. Lanfier, with headquarters at Hennessey, Oklahoma was assigned vacation under the applicable Agreement from June 5 to 16, 1961, inclusive. The Carrier did not furnish relief for Signal Maintainer Lanfier's territory during his vacation period. Instead, it required Signal Maintainer A. Johnson, with headquarters at Enid, Oklahoma, to perform service during this period on Lanfier's territory. During the period, Maintainer Johnson performed 10-1/6 hours work on Maintainer Lanfier's territory outside regular working hours and 10 hours work on Lanfier's territory during regular working hours.

The Brotherhood maintains that the Carrier placed a burden upon Claimant Johnson when it required him to suspend work on his regularly assigned territory and perform work on the vacationing Maintainer's territory. We also contend that the Carrier placed a burden upon Claimant Johnson by requiring him to perform work on Lanfier's territory outside of regular working hours.

On August 5, 1961, Local Chairman M. D. Stowe made a claim in behalf of Signal Maintainer Johnson for 20-1/6 hours pay at the straight time rate. The claim asked that this compensation be in addition to what Claimant has already been paid. The initial claim is Brotherhood's Exhibit No. 1.

It will be noted that the Local Chairman pointed out that the Carrier violated Article 6 and 10(b) of the National Vacation Agreement and that a "burden" was placed on Claimant when the Carrier failed to provide relief for the vacationing maintainer's position.

The subsequent correspondence that is pertinent to this claim is attached hereto as Brotherhood's Exhibits 2 through 8.

In addition to the above, each officer whose decision was appelaed was properly notified that his decision was rejected. Also, certain letters written to the General Chairman by the Claimant were shown to and discussed in conferences with Carrier officials.

As evidenced by the cited and quoted correspondence, this dispute has been progressed on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without reaching a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion case to Award No. 10007. The employes have not shown by sufficient proof that work allegedly performed on the vacationing employee's territory exceeds twenty-five per cent of the work load as provided by Article 10(b) of the 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 Employes involved in this dispute are respectively Carrier and Employes 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 not violated.

AWARD

Claim denied.

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.

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