

Award No. 16082
Docket No. SG-16218

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Claude S. Woody, 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) Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 5, 14, 15, 17, 18 and 19, when, on various dates from October 27 to November 10, 1964, it required Signal Maintainer E. F. Yuknis, with headquarters at 61st Street Tower in the Chicago Terminal District, to suspend work on his bulletin assignment and perform work at Joliet UD Interlocking.

(b) Carrier be required to compensate Signal Maintainer M. L. Barry, with headquarters at Joliet UD Interlocking, for the following amount of time at the time and one-half rate of pay; this to be paid him in addition to what he has already been paid on these dates:

October 27, 1964 — seven (7) hours

October 28, 1964 — seven (7) hours

October 29, 1964 — eight (8) hours

October 30, 1964 — eight (8) hours

November 3, 1964 — seven (7) hours

November 4, 1964 — seven (7) hours

November 5, 1964 — eight (8) hours

November 6, 1964 — eight (8) hours

[Carrier's File: L-130-324. General Chairman's File: AV-336]

EMPLOYEES' STATEMENT OF FACTS: This is one of three claims which arose because of the manner in which Carrier assigned signal forces to work together in making changes at Joliet UD Interlocking Plant on various dates from October 27 to November 10, 1964. These three claims were handled separately on the property, and are being progressed to this Board under our

There is an agreement in effect between the parties to this dispute bearing an effective date of July 1, 1952, as amended, which, by reference, is made a part of the record in this dispute. Amendments to this agreement includes the Memorandum of Agreement attached hereto as Brotherhood's Exhibit No. 10.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS:

1. There is an agreement in effect between the parties to this dispute bearing an effective date of July 1, 1952 on file with your Board which by this reference is made a part of this submission.

2. This submission covers three separate claims filed by the Employees as a result of Carrier's use of a relief signal maintainer with headquarters at 61st Street, Chicago, Illinois, to perform work at Joliet, Illinois, on various dates between October 27, 1964 and November 10, 1964.

3. To avoid burdening the record Carrier has not included copies of the correspondence on the property concerning these three claims as it is thought the Employees would produce such correspondence as a part of their submissions. However, Carrier will refer to various portions of this correspondence, as necessary, and reproduce pertinent portions of same. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Employees' reproduction of such correspondence.

4. Carrier's Exhibit A is a copy of a Memorandum of Agreement dated September 9, 1954, which established the Vacation Relief Signal Maintainer's position whose use at Joliet precipitated these claims.

(Exhibits not reproduced.)

OPINION OF BOARD: On the dates set out in the Statement of Claim, Signal Maintainer Yuknis, a relief signal maintainer with headquarters at 61st Street, Chicago, Illinois, was used by Carrier to work in a programmed modification of its signal system at Joliet Union Depot Interlocking Plant, Joliet, Illinois. The Petitioner contends that this violated the rights of Claimant M. L. Barry, a relief signal maintainer, headquartered at Joliet Union Depot Interlocking Plant, on those days and during those hours when he was not simultaneously under compensable employment. The Petitioner cites Rules 5, 14, 15, 17, 18 and 19 of the controlling agreement in its Statement of Claim.

We do not find that any of the rules cited by Petitioner are applicable to the facts and circumstances in the instant case and will therefore deny the claim.

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 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 9th day of February 1968.