

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND 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:

On behalf of Signal Maintainer L. J. Gregory, Polo, Missouri, for a total of twenty-four (24) hours' overtime pay account being required to suspend work on his own territory in order to perform work on the St. Joseph signal maintenance territory on October 8, 9, and 12, 1964; this to be paid him in addition to what has already been paid him for work performed on these dates. (General Chairman's File: VD-25-15 — Carrier's File: L-130-318.)

EMPLOYEES' STATEMENT OF FACTS: Claimant is the regularly assigned Signal Maintainer at Polo, Missouri. His normal work day is from 8 A. M. to 5 P. M., less noon meal period from noon to 1 P. M. His normal work week is Monday through Friday.

On Thursday, Friday and Monday, October 8, 9 and 12, 1964, Carrier required Claimant to suspend work on his own territory during regular working hours in order to perform signal work on the St. Joseph, Missouri, signal maintenance territory in connection with a steel relay at Rushville, Missouri. He was on duty on the 8th and 9th from 6:30 A. M. until 5:40 P. M., and on the 12th from 6:30 A. M. until 6:30 P. M. For such service, Carrier paid him as follows:

Eight (8) hours straight time pay for service performed each day between 8 A. M. and 5 P. M.

Two and two-twelfths (2-2/12) hours at the time and one-half rate for each day, October 8th and 9th, for service performed from 6:30 A. M. to 8 A. M., and from 5 P. M. to 5:40 P. M.

Three (3) hours at the time and one-half rate for the 12th, 6:30 A. M. to 8 A. M., and from 5 P. M. to 6:30 P. M.

that in instances such as derailment, ice, sleet, and snow storms, tornadoes, hurricanes, fire and earthquakes where the signal system is interrupted at any point which requires the services of additional signal employes, the adjoining signal maintainers may be used without payment of the ½ time penalty referred to herein during the time their services are used in restoring the signal system.

This agreement does not alter or abrogate existing rules covering payment of expenses.

This agreement does not alter or abrogate the present practice of applying vacation relief in the application of Articles 6 and 10 of the National Vacation Agreement, dated December 14, 1941, as amended.

Signed at Chicago, Illinois this 14th day of December, 1961.

FOR THE BROTHERHOOD OF
RAILROAD SIGNALMEN
OF AMERICA:

FOR THE CHICAGO, ROCK
ISLAND AND PACIFIC
RAILROAD COMPANY:

/s/ R. A. Watkins
General Chairman, BofRS

/s/ G. E. Mallery

/s/ C. S. Chandler
Vice President, BofRS"

3. On October 8, 9 and 12, 1964 Signal Maintainer L. J. Gregory, headquarters at Polo, Missouri, was used to perform work on the St. Joseph signal maintenance territory. The signal maintainer assigned at St. Joseph was on his regularly assigned vacation at the time in dispute.

4. For the work performed off of his assigned territory claimant was paid at the straight time rate for the hours of his regular assignment and at the overtime rate for overtime service.

5. The instant claim was filed claiming 24 hours at overtime rate (eight hours for each day used off claimant's territory during his assigned hours).

6. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim as it is anticipated the Employees will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Organization's reproduction of such correspondence.

7. The grievance procedures followed and progression of the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: Except for the narrow issue of whether or not "adjoining territory" must be contiguous without track intervening on which there was no signal maintenance, the issues herein have previously been resolved by this Board in Awards 15061 (Ives), 15671 (Kenan) and 16277 (Zack). Nothing in the Agreement prohibits the Carrier, under circumstances such as here, from assigning a signal maintainer in adjoining territory.

The Organization claims that the Claimant was wrongfully assigned to leave his territory for work in another territory which was not adjacent thereto. This argument was premised on the fact that there was track intervening on which there was no signal maintenance.

Under the circumstances in this case, we cannot agree with the Organization's position.

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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1968.