



Award No. 16572

Docket No. MW-17286

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when, beginning on Friday, May 6, 1966, it required B&B Helper L. D. Wilson to suspend work on his regular assignment and to perform Drawbridge Tender's work on Bridge 204.66 during the third trick on Friday of each week. (System file M-1167-66/24-3-B).

(2) B&B Helper L. D. Wilson be allowed eight (8) hours' pay at his straight time rate for Friday, May 6, 1966, and for each Friday thereafter that he was required to suspend work on his regular assignment.

(3) B&B Helper L. D. Wilson be allowed pay at the B&B Helper's time and one-half rate for service performed during the third trick at Bridge 204.66 on Friday, May 6, 1966 and each Friday subsequent thereto.

EMPLOYEES' STATEMENT OF FACTS: Claimant Wilson is regularly assigned as a B&B helper on B&B Gang No. 1 with headquarters at Burlington, Iowa. His assigned work week extends from Monday through Friday (Saturdays and Sundays are rest days), and his assigned hours are from 7:30 A. M. to 4:30 P. M.

On March 2, 1966, in anticipation of the opening of the 1966 navigation season on the Mississippi River, the Carrier bulletined the number of drawbridge operators' positions that were required for the continuous operation of Bridge 204.66 for twenty-four (24) hours a day, seven (7) days a week, within Notice No. 6 reading:

"CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Office of the Superintendent

Ottumwa Division

Ottumwa, Iowa

March 2, 1966

OPINION OF BOARD: The facts in this docket are little different from those set out in Award 16571, wherein this referee acted as the neutral, except that Claimant here is the B&B Helper, who was required to suspend work each Friday on his regular assignment, same having an hourly rate of pay of \$2.6378, and to perform the drawbridge work at the lesser pay rate of \$2.5486 per hour.

Our rulings in Award 16571, supra, regarding the admission of correspondence not introduced on the property and the meaning of Appendix F, are hereby adopted and made a part hereof as though fully herein set out. Therefore, it is clear that Carrier violated Rule 40(c) when it sought to use Claimant to absorb the overtime belonging to the 3rd Trick Drawbridge Operator. Rule 40(c) reads as follows:

"(c) Employees will not be required to suspend work during any assigned work period for the purpose of absorbing overtime."

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 Carrier violated the Agreement.

AWARD

Claim sustained.

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.