Award No. 16594
Docket No. TE-15690

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION (Formerly The Order of Railroad Telegraphers)

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago, Milwaukee, St. Paul and Pacific Railroad, that:

1. Carrier violated the provisions of an Agreement between the parties when it required Agent-Telegrapher M. M. Geist to perform relief work at Eureka, South Dakota, June 8 through June 26, 1964, relieving Agent Birkholz for his vacation.

2. Carrier shall now compensate M. M. Geist, eight hours each day (except on rest days), at the straight time rate for the above named dates at $2.4628 per hour, due to having been required to suspend work on his regular assignment at Hosmer, South Dakota, in addition to compensation paid him for working at Eureka, South Dakota.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as Carrier, and its employes represented by the Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers), hereinafter referred to as Employes and/or Union, effective September 1, 1949, and as amended. Copies of said Agreement are available to your Board, and are, by this reference, made a part hereof.

At page 73 of the Agreement, under Rule 27–Wage Scale, are listed the positions, among others, involved in this dispute. For ready reference the listing reads:

Station	Title	Hourly Rate
Hosmer	A	$1.46
Eureka	A	1.59

$2.4628, or, in other words, 16 cents per hour less than the rate on the Agent position at Eureka.

Employe Birkholz, the regularly assigned Agent at Eureka, was absent on vacation during the period June 8 through June 26, 1964 and as there were no extra employes available, claimant Geist was instructed to perform service at Eureka from 7:45 A. M. to 11:45 A. M. and 12:45 P. M. to 3:15 P. M. on Monday and Thursday of each week employe Birkholz was absent on vacation and from 7:45 A. M. to 11:45 A. M. and 2:45 P. M. to 4:45 P. M. on Tuesday, Wednesday and Friday of each week.

From 3:45 P. M. to 4:45 P. M. on Monday and Thursday of each week and from 1:00 P. M. to 2:15 P. M. on Tuesday, Wednesday and Friday of each week claimant Geist performed service at Hosmer.

Rule 14(b) of the currently effective schedule agreement between the parties here in dispute reads in part as follows:

> "Regularly assigned employes shall not be required to perform relief work except in cases of emergency. When required or permitted to perform such service, they shall receive the rate of the position upon which relieving, or the rate of the position from which taken, whichever is the greater, including time and one-half rate through the application of Rule 11, on any day such service is performed the time and one-half rate shall apply on that day or days. In addition thereto such employe shall be allowed $2.00 per calendar day for expenses while away from his regular assigned station."

For the aforementioned service performed by claimant Geist during the period June 8 through June 26, 1964, he was allowed payment of 8 hours each day at the straight time rate of the Eureka station, which is the higher rate of the two stations involved; he was also allowed $2.00 each day for expenses and in addition, he was allowed an arbitrary payment of 3 hours each day at the straight time rate of the Hosmer station; therefore, claimant Geist received a total payment of $30.37 per day for each of the 15 days here involved, as opposed to $19.70 per day which he would have received had he merely performed service on his regularly assigned position at Hosmer.

Attached hereto as Carrier's Exhibit A is copy of letter written by Mr. S. W. Amour, Assistant to Vice President, to Mr. W. E. Waters, General Chairman, under date of October 12, 1964 and as Carrier's Exhibit B copy of letter written by Mr. Amour to Mr. Waters under date of January 5, 1965.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was the regular occupant of the Agent's position at Hosmer, South Dakota on the dates involved in this claim. Since the regularly assigned incumbent of the Agent's position at Eureka was given a vacation on these days, and in the absence of extra or vacation relief employes, claimant was ordered by Carrier to perform vacation relief at Eureka in addition to his regular assignment at Hosmer. A schedule was devised, the major portion of claimant's work time being spent at Eureka in deference to the fact that it was the larger and busier of the two sta-

tions. Claimant was paid at the higher rate of the Eureka position for eight hours at the straight time rate, and paid an arbitrary allowance of three additional straight time hours for Hosmer in addition to two dollars per day expense allowance. He requests additional compensation for eight hours each day at the straight time rate of the Hosmer position on the grounds that he was technically required to suspend work on his regular assignment at Hosmer.

The identical issue confronting us was presented in Award 16492 (House) involving the same parties and essentially the same rules. The Board held in that case that the claimant was improperly suspended from work under the terms of Rules 9 and 14 of the Agreement. We have no disposition to overturn that decision, since we agree with its reasoning. However, since Carrier has already compensated claimant for three additional straight time hours for work performed at Hosmer, the proper compensation awarded is the difference between the three hours and the eight hours requested at the straight time rate of the Hosmer position. We sustain the claim in accord with the opinion as expressed.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1968.

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