



Award No. 17144

Docket No. SG-17603

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, 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 Mr. R. E. Hickerson, Vacation Relief Maintainer, whose headquarters are "UD" Interlocking, for one hour's pay at the straight-time rate for each day July 18, 19, 20, 21, and 22, 1966, and each and every day subsequently that he or anyone assigned to that position does vacation relief work at Joliet UD, this to be paid to him in addition to what he or they have already been paid on such days. (Carrier's File: L-130-378.)

EMPLOYEES' STATEMENT OF FACTS: Claimant is R. E. Hickerson, vacation relief signal maintainer whose headquarters are H. D. Interlocking Tower, Joliet, Illinois with assigned working days Monday through Friday, Saturday and Sunday rest days.

Claimant was assigned to relieve a vacationing employe at MC Tower Joliet, Illinois which is another headquarters point some distance from his regular headquarters point, and a subject of the March 11, 1966 Memorandum of Agreement between the parties to this dispute.

In compliance with Rule 13 of the current Signalmen's Agreement, Claimant reported each morning at his regular headquarters point (H.D. Interlocking Tower) in sufficient time to travel to his relief headquarters point MC Tower, and arrive at the regular starting time of the position, 7:00 A.M. Claimant left his relief headquarters point each afternoon at his regular quitting time 4:00 P.M., and arrived at his home station headquarters point at 4:30 P.M., 30 minutes after his regular quitting time.

The time accumulated in travel between the two headquarters points was one (1) hour each day, which when claimed, Carrier refused to pay and is the reason for this claim.

As can be seen by the correspondence, the dispute has been handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

Pertinent correspondence has been reproduced and attached hereto, identified as Brotherhood's Exhibits Nos. 1 through 11.

6. To avoid burdening the record, Carrier has not included copies of the correspondence presented on the property concerning this claim as it is anticipated the Brotherhood 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 Brotherhood's reproduction of such correspondence.

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

(Exhibits not reproduced.)

OPINION OF BOARD: On March 11, 1966, the parties entered into Memorandum of Agreement reading in part as follows:

"To provide a combination of vacation and other relief of Signal Maintainers on the Illinois Division, it is hereby agreed:

"1. A relief Signal Maintainer position will be established with home station (as provided in Rule 13) at U.D. Tower, Joliet, Illinois, basic hourly rate \$3.088, to normally provide relief service for the Signal Maintainer positions between Joliet, Illinois, to and including Davenport, Iowa. The assignee of this relief position will be assigned to work week Monday through Friday with Saturday and Sunday as rest days. Penalty rates of pay will not apply where shift change is involved and the assignee will not be required to work more than 16 hours in any 24-hour period. When no vacation relief work assigned, such employee may be used to perform other work on other days.

"When relieving positions away from Joliet assignee will operate under Rules 22 and 23, except when operating under Rule 22 assignee will be allowed actual necessary expenses when away from his headquarters. When relieving in the Joliet Terminal Rule 13 will apply."

Rule 13 of the Agreement reads:

"RULE 13. BEGINNING AND ENDING OF DAY:

An employee's time will begin and end at the headquarters point at his home station as established by bulletin except employees covered by Rules 23, and 62."

Claimant was assigned to the relief position with home station at U.D. Tower. On the dates involved in the claim he was assigned to relieve the signal maintainer at M. C. Tower, within Joliet Terminal, whose assigned working hours were 7:00 a.m. to 4:00 p.m., each day.

The Employees contend that in order for Claimant to begin and end his time at his home station headquarters, U. D. Tower, and also to work from 7:00 a.m. to 4:00 p.m. at the M. C. Tower, he had no choice but to arrive at U. D. Tower (home station) in sufficient time to travel to M. C. Tower (vacation relief point) by regular work time, and to travel after

quitting time in order to return to U. D. Tower (home station) to end his time in accordance with Rule 13. The Employees contend that the travel time amounted to one hour each day.

In its initial denial of the claim on the property, the Communications and Signal Supervisor stated to Claimant:

"* * * You could have started at your headquarters and quit at your headquarters within your scheduled hours. Although, past practice on your job indicates that you assume the starting, lunch hour, quitting time and headquarters of the job relieved."

However, the record contains no evidence of instructions having been issued to Claimant that he was not to work the assigned hours of the position on which he was performing vacation relief. Also, the highest appeals officer of the Carrier stated that it was "relying on the 'past practice' in not allowing travel time under the conditions claimed in your appeal." The record contains no evidence of practice so far as the job here involved is concerned, and the Board has held many times that the party relying upon practice must prove such practice.

In the opinion of the Board the rules relied upon support the contention of the Claimant under the circumstances here involved and we will sustain the claim, limiting allowance to the named Claimant for the specific dates mentioned in the Statement of 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 violated.

A W A R D

Claim sustained to the extent set forth in Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of May 1969.