



Award No. 17267

Docket No. SG-18134

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

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 Relief Signal Maintainer C. W. Peet, headquartered at "UD" Interlocking, Joliet, Illinois, for thirty one (31) hours' pay at the half-time rate, account for varying amounts of time on certain days listed below, he was required to work off his assigned territory at Tinley Park and/or Mokena, Illinois:

November 6, 1967—6-4/12 hours

November 9, 1967—8 hours

November 10, 1967—5-8/12 hours

November 22, 1967—3 hours

November 29, 1967—8 hours

(Carrier's File: L-130-422.)

EMPLOYES' STATEMENT OF FACTS: Under a Memorandum of Agreement dated March 11, 1966, Carrier established two positions of relief Signal Maintainer to provide a combination of vacation and other relief of Signal Maintainers on the Illinois Division. One of these positions is headquartered at U. D. Tower, Joliet, Illinois, to normally provide relief service for maintenance positions from Joliet to and including Davenport, Iowa, with the other headquartered at Blue Island, Illinois, to normally provide relief service from 25th Street, Chicago, to and including Mokena, Illinois.

At the time this dispute arose, Claimant C. W. Peet was the relief Signal Maintainer at Joliet. On November 6, 1967, he worked six and one third hours at Mokena and Tinley Park. On November 9, 10, 22 and 29, 1967, he worked eight, five and two-thirds, three, and eight hours, respectively, at Mokena. Mokena and Tinley Park are on the territory covered by the relief Signal Maintainer headquartered at Blue Island.

Under date of December 13, 1967, the Brotherhood's Local Chairman filed a claim on behalf of Mr. Peet for thirty-one hours at one half time his regular rate, that to be paid in addition to what had already been

these occasions at Mile Post 23.5 in the amount of time listed in "Statement of Claim," Joliet, Illinois is located at Mile Post 40.2 and Davenport, Iowa is located at Mile Post 182.8, i.e., a distance separating these two points of approximately 140 miles. On this basis, claimant filed claims totalling thirty-one hours' pay at the one-half time rate for working off his assigned territory.

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 their 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 Employees' reproduction of such correspondence.

7. The grievance procedures followed and progression in the instant dispute 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: The Petitioner contends that Claimant is entitled to 31 hours pay at the half-time rate for varying amounts of time he was required to work off his assigned territory on the five dates listed in November, 1967.

There is in evidence a Memorandum of Agreement between the parties dated December 14, 1961, which reads:

"SUBJECT: Use of Signal Maintainers off their assigned territories.

"When a signal maintainer and assistant signal maintainer (when assigned to a maintainer) is used off his assigned territory during the assigned hours of his work week, when instructed by proper authority will be allowed 1/2 time his hourly rate in addition to his regular straight time hourly rate for the time consumed off his assigned territory, time to be continuous from the time he leaves the limits of his assignment until he again re-enters his assigned territory; except, that in instances such as **derailments**, 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 employees, the adjoining signal maintainers may be used without payment of the 1/2 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 17, 1941 as amended.

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

There is also in evidence a Memorandum of Agreement between the parties dated March 11, 1966, which reads in part:

"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.

"2. A signal Maintainer position will be established with home station (as provided in Rule 13) at Blue Island (123rd Street), Illinois, basic hourly rate \$3.088, to normally provide relief service for the signal maintainers between 25th Street, Chicago, Illinois, to and including Mokena, Illinois. 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 outside of the Blue Island (123rd Street) Shop, Rule 13 will apply.

"3. Except as provided above, all other rules of the Agreement apply to the above-named positions.

* * *."

The Claimant was the occupant of the position established under Item 1 of the Memorandum of Agreement of March 11, 1966. On the dates involved in the claim he worked varying amounts of time, totaling 31 hours, at Tinley Park, Illinois, and at Mokena, Illinois, which the Petitioner contends is on the territory of the position established under Item 2 of the Memorandum of Agreement.

The Petitioner contends that Claimant's assigned territory is between Joliet, Illinois, to and including Davenport, Iowa, and that the work he performed outside of that territory on the dates involved entitled him to additional payment at one-half time rate under the provisions of the Memorandum of Agreement of December 14, 1961. Therefore, the question

to be decided is whether Claimant was used off his assigned territory on the dates involved. There is no indication that the work that he performed would fall within the exceptions contained in the Memorandum of Agreement of December 14, 1961.

We note that in handling the dispute on the property the General Chairman stated that the position that Claimant occupied was "bulletined with a definite headquarters and with a definite territory limit and when he is working off the limits of his territory he is entitled to the extra half time." There was no specific denial of this assertion.

In the opinion of the Board the Memorandum of Agreement of March 11, 1966, did establish territorial limits for each of the positions established thereunder, and that Claimant's territory was between Joliet, Illinois, to and including Davenport, Iowa. When used outside of that territory Claimant was subject to the provisions of the Memorandum of Agreement of December 14, 1961.

The Carrier cites Award 16566 as supporting its position. That award involved the interpretation and application of Memorandum of Agreement of September 9, 1954, which was superseded and cancelled by the Memorandum of Agreement of March 11, 1966, and which contained provisions not contained in the latter agreement.

The claim will be sustained.

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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1969.