



Award Number 17695

Docket Number SG-18075

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, 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. C. W. Peet, Relief Signal Maintainer with home station at UD Tower at Joliet, Illinois, for five (5) hours' pay at one-half time rate, provided for in the March 11, 1966 Memorandum of Agreement, account working off his assigned territory at Mokena, Illinois, for three (3) hours on December 1, 1967, and two (2) hours on December 5, 1967.

[Carrier's File: L-130-428]

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 December 1 and 5, 1967, he was required to work 3 and 2 hours, respectively, at Mokena.

Under date of January 4, 1968, the Brotherhood's Local Chairman filed a claim on behalf of Mr. Peet for five hours at one half time his regular rate of \$3.1924 per hour, that to be in addition to what had already been paid to him for those days. The claim was subsequently 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 satisfactory settlement. Pertinent exchange of correspondence on the property is attached hereto as Brotherhood's Exhibit Nos. 1 through 5.

That is an agreement in effect between the parties to this dispute, bearing an effective date of July 1, 1952, as amended, which is by reference made a part of the record in this dispute.

(Exhibits Not Reproduced)

he leaves the limits of his assignment until he again re-enters his assigned territory; except 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 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, 1964.

FOR THE BROTHERHOOD
OF RAILROAD SIGNALMEN
OF AMERICA

/s/ R. A. WATKINS
General Chairman, B of R S

/s/ C. S. CHANDLER
Vice President, B of R S"

FOR THE CHICAGO,
ROCK ISLAND AND PACIFIC
RAILROAD COMPANY:

/s/ G. E. MALLERY

4. Claimant, Signal Maintainer C. W. Peet was the incumbent of the relief Signal Maintainer's position with home station at U.D. Tower, Joliet, Illinois; which position was established as set forth in Item 1 of Memorandum of Agreement dated March 11, 1966, reproduced in Item 2 above.

5. Claimant on the dates December 1 and 5, 1967, performed service as a Signal Maintainer at Mile Post 29.6 of 3 and 2 hours, respectively. 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 claim for a total of 5 hours pay at 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 Employee's reproduction of such correspondence.

(Exhibits Not Reproduced)

OPINION OF BOARD: Claimant contends that Carrier violated the Memorandums of Agreement of March 11, 1966 and December 14, 1961 between the parties hereto when it required him to work off his assigned territory at Mokena, Illinois on the dates in question; that the Memorandum of Agreement of March 11, 1966 established the territorial limits of his position, and the Memorandum of Agreement of December 14, 1961 provides extra compensation if used off his assigned territory during the assigned hours of his work week.

This Board was confronted with a similar dispute in Award No. 17267 involving the same parties herein. In said Award this Board held:

"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."

Finding said Award No. 17267 not palpably erroneous and controlling herein, 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 January 1970.