



Award No. 17720
Docket No. SG-18269

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
CHICAGO, BURLINGTON AND QUINCY RAILROAD
COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Burlington and Quincy Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 12, 13, and 20, when on December 6, 1967, Assistant Signal Maintainer G. W. McVey, Signal Helper H. C. Johnson, and Signal Maintainer C. Y. Jackson and on December 7, 1967, Signal Maintainer C. Y. Jackson, were required to suspend work on their regularly assigned positions with headquarters located respectively at Seminary Tower, Galesburg, Illinois; Hump Yards, Galesburg, Illinois; and Bushnell, Illinois, to travel to Macomb, Illinois, and work with Signal Gang No. 135 in the installation of aerial cables.

(b) Carrier be required now to allow Assistant Signal Maintainer G. W. McVey nine (9) hours' pay, Signal Helper H. C. Johnson nine (9) hours' pay, and Signal Maintainer C. Y. Jackson sixteen (16) hours' pay, all at their respective punitive rates, without either precedence or prejudice to any of the parties involved. (Carrier's File: S-89-68.)

EMPLOYEES' STATEMENT OF FACTS: On the dates involved in this dispute, signal maintainer C. Y. Jackson, with headquarters at Bushnell, Illinois, Assistant Signal Maintainer, G. W. McVey with headquarters at Seminary Tower, Galesburg, Illinois, and Signal Helper, H. C. Johnson, with headquarters at Hump Yard, Galesburg, Illinois were required to suspend work on their own assigned territories, go to MaComb, Illinois, another maintenance territory and perform construction work with Signal Gang No. 135.

The instant dispute is a result of the Carrier's refusal to allow additional payment to the employees involved in accordance with the current agreement, and especially Rule 13, which states as follows:

"ABSORBING OVERTIME

Rule 13. Employees will not be required to suspend work during regular working hours to absorb overtime."

The dispute was handled in the usual and proper manner, up to and including the highest officer of the Carrier designated to handle such disputes without obtaining a satisfactory settlement. Pertinent correspondence has been reproduced and attached hereto, identified as Brotherhood's Exhibit Nos. 1 through 6.

There is an agreement in effect between the parties, 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)

CARRIER'S STATEMENT OF FACTS: Claimant C. Y. Jackson is a Signal Maintainer with headquarters at Bushnell, Illinois. His assigned working hours are 7:00 A.M. to 4:00 P.M., with one hour for lunch. On December 6, 1967, Jackson reported for work at his headquarters at Bushnell at 7:00 A.M., drove to Macomb in a company truck, where he worked with Signal Gang No. 135. He returned to his headquarters at Bushnell at 4:00 P.M., his regular quitting time. On December 7, Jackson repeated the same procedure as on the 6th, except that he returned to his headquarters at 5:00 P.M., and was paid one hour overtime on that date. On both dates Jackson was paid 8 hours at pro rata rate for working during his regular assigned hours.

Claimant McVey, an Assistant Signal Maintainer, is assigned to work from 7:00 A.M. to 3:00 P.M., with 30 minutes for lunch; headquarters at Galesburg, Illinois. H. C. Johnson, a Signal Helper, is assigned to work 7:00 A.M. to 3:45 P.M., with 45 minutes for lunch, headquartered at Galesburg, Illinois. On December 6, 1967, both of these claimants reported at their headquarters at 7:00 A.M. At 7:20 A.M. the Signal Supervisor drove them in his automobile to Macomb, where they worked with Signal Gang No. 135. They were returned to their headquarters at Galesburg at 3:30 P.M. the same day. They were each paid 8 hours at pro rata rate for service performed within the hours of their regular assignment.

The three claimants hold seniority on the Lines East seniority district. Macomb is on the Lines East seniority district, thus the claimants were not used off of their seniority district on the dates specified in the claim.

The schedule of rules agreement between the parties, effective July 1, 1952, is by reference made a part of this submission.

(Exhibits Not Reproduced)

OPINION OF BOARD: Claimant Signal Maintainers, helpers etc., on the dates specified in the claim, were required to travel from their respective headquarters to another location in the same seniority district to perform work with Signal Gang No. 135 involving the installation of aerial cables. Two Claimants are demanding nine hours pay and the third is demanding 16 hours pay, all at their respective punitive rates without precedence or prejudice to any of the parties involved.

All Claimants began the work day and ended the work day at their respective headquarters. On the second day mentioned in the claim, one of the employees repeated the same procedure on the second day as on the first, except that he returned to his headquarters at 5:00 P.M. instead of 4:00 P.M., and thus was paid one hour overtime on that date. All Claimants performed the work during their regularly assigned work hours and were given compensation at their regular rates.

The Organization alleges a violation of Rules 12, 13 and 20 of the Agreement, relying most heavily on Rule 20.

Rule 12 reads:

"An employee's time will begin and end at a designated point, but more than one such point may be designated on a specified terminal territory where equally accessible."

All Claimants in this case began and ended the day's work at their own headquarters, hence we fail to find wherein Carrier violated Rule 12.

Rule 13, captioned "Absorbing Overtime", reads:

"Rule 13. Employees will not be required to suspend work during regular working hours to absorb overtime."

There is no evidence in this record presented on behalf of Claimants consonant with many awards of this Board commenting on the Absorption of Overtime Rule, which would indicate that the Claimants were required to perform work of another position that otherwise might have been performed on an overtime basis by the incumbent of that position. Nor is there any evidence that the work in question was suspended for the purpose of absorbing overtime. Rule 13 was therefore not violated.

Rather than a violation of Rule 20, the "Leave and Return Same Day Rule", we find total compliance with all of its provisions by the Carrier.

We consequently cannot find any violation of any of the provisions of the Agreement. We will deny the 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 not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of February 1970.