



Award Number 17743

Docket Number SG-18022

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert C. McCandless, 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 Signal Maintainer G. G. Ruhl, headquartered at White City, Kansas, for seventy-six and eight-twelfths (76-8/12) hours at the punitive rate account from June 5, 1967, to July 1, 1967, while the Tampa, Kansas Signal Maintainer was on vacation, he was used off his assignment to perform work on the Tampa territory. (Carrier's File: L-130-407)

EMPLOYES' STATEMENT OF FACTS: Signal Maintainer R. I. Kerbs, headquarters Tampa, Kansas was assigned vacation under the Rules of the Agreement from June 5 to July 1, 1967. The Carrier did not furnish a relief worker for the Tampa territory during this time, and instead required Signal Maintainer G. G. Ruhl, headquarters White City, Kansas to perform 76 8/12 hours service on the vacationing maintainer's territory.

Signal Maintainer Ruhl was required to keep up the work on the Tampa territory while the Signal Maintainer assigned to that territory was on vacation. During this period Claimant Ruhl was not relieved of any of the duties of his own territory.

During the vacation period Signal Maintainer Ruhl performed 76 8/12 hours service on the Tampa territory. Of this amount 57 hours service were performed during his regularly assigned hours and 19 8/12 hours service were performed outside of regular working hours.

The claim in this dispute was handled in the usual and proper manner, up to and including the highest officer designated by the Carrier to handle such disputes without obtaining a satisfactory settlement.

There 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 herein.

(Exhibits Not Reproduced)

CARRIER'S STATEMENT OF FACTS:

1. There is a copy of an Agreement in effect between the Chicago, Rock Island and Pacific Railroad Company, hereinafter referred to as the Carrier, and certain of its employees represented by the Brotherhood of Railroad

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: This is a case where Carrier required Claimant to perform duties, in addition to his own, of a vacationing Signal Maintainer. Claimant seeks punitive rate pay for seventy-six and eight-twelfths (76-8/12ths) hours. Of this nineteen and eight twelfth-s (19-8/12ths) hours were performed outside Claimant's regularly assigned hours, and he was compensated for this time at the punitive rate.

Citing with approval Referee Rambo's Award 17374, this Board finds that what was due Claimant is fifty-seven (57) hours at the straight time rate of pay, and so awards that amount to him.

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 in accordance with the Opinion.

A W A R D

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of February 1970.