

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20894
Docket Number SG-20829

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: Claims of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company:

Claim No. 1

(a) On or about November 20, 1972, the Carrier violated the current Signalmen's Agreement, particularly rules 2(d), 16(a) and the Memorandum of Understanding on the Mason City territory, when the Carrier assigned supplemental overtime to signal maintainer L. E. Koppenhaver, repairing the auto flags at Des Moines Street, Webster City, Iowa instead of using the leader signal maintainer, J. W. Braden, whom directs the work of the above named maintainer.

(b) Carrier now be required to compensate J. W. Braden for 2 hours and 40 minutes at his overtime rate, which is the amount of time consumed by L. E. Koppenhaver performing the above work.

Claim No. 2

(a) On December 6, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d), 16(a), and the Memorandum of Understanding on the Mason City territory, when the Carrier assigned supplemental overtime repairing the Main Street crossing signals at Rockwell, Iowa to signal maintainer, P. J. Penner, instead of to the leader signal maintainer, J. W. Braden, whom under rule 2(d) directs the work of the above named maintainer.

(b) Carrier now be required to compensate J. W. Braden for 2 hours and 45 minutes, the amount of time consumed by P. J. Penner, performing the above work.

Claim No. 3

(a) On December 6, 1972 the Carrier violated the current Signalmen's Agreement, particularly rules 2(d) and 16(a), also the Memorandum of Understanding on the Mason City territory, when the Carrier assigned supplemental overtime repairing signal #2 on the West Plant at Mason City to signal maintainer P. J. Penner, whom under rule 2(d) should have been directed to do so by the leader signal maintainer assigned to the territory.

(b) Carrier now be required to compensate J. W. Braden, leader signal maintainer, assigned to the territory, for 3 hours and 45 minutes, the amount of time consumed by P. J. Penner, performing the above work.
[Carrier's File: 79-24-21]

OPINION OF BOARD: The dispute herein is one of a series of related cases all involving the assignment of overtime after the consolidation of certain Signal Maintenance territories. Carrier, in its submission and rebuttal before this Board stated that the circumstances and issues herein were similar to those considered by this Board in Awards 20801, 20803 and 20804, particularly in Award 20804. The Organization concurs. In all of those disputes we found that the Leader Signal Maintainer should have been accorded the overtime calls based on the language of the January 16, 1941 Agreement. The doctrine of res judicata is applicable herein and the claims must be sustained for the reasons developed in detail in Award 20801.

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

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December 1975.