

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 40898
Docket No. SG-40813
11-3-NRAB-00003-090059

The Third Division consisted of the regular members and in addition Referee Lisa Salkovitz Kohn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Northeast Illinois Regional Commuter Railroad
(Corporation (Metra)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Rail Corp.:

Claim on behalf of K. P. Lavin, for eight hours overtime pay on July 7, 2007, and eight hours halftime pay on July 8, 2007, account Carrier violated the current Signalmen's Agreement, particularly Rules 15, 51, and Side Letter dated April 15, 1994, involving Supplement No. 2, when it improperly compensated Claimant for ordinary maintenance work performed on his assigned sixth day and rest day. Carrier's File No. 11-21-633. General Chairman's File No. 107-RI-07. BRS File Case No. 14164-NIRC.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

At all times relevant to this dispute, the Claimant was assigned to a Signal Gang on the Rock Island Engineering District as the Vacation Relief Signal Maintainer, a monthly rated position. The position's scheduled hours were 7:00 A.M. to 3:00 P.M., Monday through Friday, and relief duties as assigned. On July 4, 2007, the Claimant worked voluntary overtime. On July 2–6, 2007, he was assigned to relieve the first shift Gresham Signal Maintainer. Beginning July 7, 2007, the Claimant was assigned to relieve the relief (swing) shift Gresham Signal Maintainer, and he filled this position on July 7 and 8, 2007, regularly assigned workdays for the swing shift position.

Citing Rules 15, 51, and the Side Letter to Supplement No. 2 dated April 15, 1994, the Organization asserts that the Claimant was entitled to pay at the overtime rate for his work on July 7 and July 8, 2007, because those days were, respectively, the sixth day and rest day for the first shift Gresham Signal Maintainer position that he had relieved from July 2–6, 2007. The Carrier contends that the Claimant, as a monthly-rated employee, was properly compensated, citing among other authorities, the Side Letter dated April 15, 1994.

In Third Division Award 40897, the Board concluded that under Supplement No. 2 and the letter dated April 15, 1994, the Vacation Relief employee assumes the assigned work days, sixth day and rest day of the position that he is relieving, but cannot be required to work more than eight consecutive days at the straight time rate of pay. We reiterate that conclusion in this case, for the reasons stated there.

In that case, the issue was only whether the employee (the Claimant here as well) was entitled to overtime compensation for work on one relief assignment on the rest day of the preceding one. Here, the question is merely whether the schedule of the prior assignment, the first shift Gresham Signal Maintainer, applied to the Claimant's work on his next assignment, relieving the swing shift Gresham Signal Maintainer. That question is answered by our decision in Award 40897 — the Claimant worked on the regular work days of the swing shift position, and therefore, is not entitled to additional compensation for working on a sixth day or rest day. However, the claim

also asserts that the Carrier exceeded the eight-consecutive-day restriction in the April 15, 1994 letter, an issue not raised by the circumstances of Award 40897.

The Carrier cannot require a Vacation Relief employee to work more than eight consecutive days at the straight time rate of pay under the quoted language of the Side Letter dated April 15, 1994. That limitation was not violated in this case. As far as the record indicates, the Claimant worked voluntary overtime on July 4, 2007. Therefore, he did not work more than eight days at the straight time rate when he worked on July 7 and July 8, 2007. Accordingly, the claim is denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 10th day of March 2011.