

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Jay S. Parker, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA
SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: 1. That Mr. D. A. Porterfield should have called for overtime work required on his assigned maintenance section on May 1 and 2, 1948, instead of calling Mr. G. M. Benoy, who was assigned to a different maintenance section.

2. That Mr. D. A. Porterfield shall be paid 5 hours at time and one-half rate for work performed on his assigned maintenance section by a person not assigned thereto.

JOINT STATEMENT OF FACTS: Messrs. T. C. Lawrence and D. A. Porterfield are regularly assigned as signal maintainer and assistant signal maintainer, respectively, with headquarters at Cheraw, S. C. (Milepost 272), territorial limits extend from Milepost 254.0 to Milepost 285.0, a distance of 31 miles, single track.

Messrs. G. A. Harrington and C. M. Benoy are regularly assigned as signal maintainer and assistant signal maintainer, respectively, with headquarters at Hamlet, N. C. (Milepost 253), territorial limits extend from Milepost 239.0 to Milepost 254.0, a distance of 15 miles, double track, including remote controlled switch at West Hamlet, East Junction and South Hamlet.

In accordance with the provisions of Rule 15 of the current agreement, schedule was prepared by the supervisory officer to show employees who are subject to call and a copy of this schedule was posted with all concerned who are required to call employees for signal trouble. Signal Maintainers Lawrence and Harrington were shown on this schedule to be off call from 12:00 noon Saturday, May 1, to regular work time on Monday, May 3, 1948, while Assistant Signal Maintainers Porterfield and Benoy were required by the schedule to stand by for call from 4:00 P.M. Saturday, May 1, to regular work time on Monday, May 3, 1948.

Around 11:00 P.M., May 1, 1948, Assistant Signal Maintainer Benoy at Hamlet, N. C. was called by the telegraph operator at Hamlet, N. C. and advised he had signal trouble. Upon reporting at the telegraph office, the operator informed Mr. Benoy the signal trouble was south of Hamlet. Mr. Benoy talked with the train dispatcher at Savannah, Ga., and claims he was instructed by the dispatcher to go to Osborne, S. C. and clear the trouble which was causing improper indication on the dispatcher's panel board at Savannah, Ga. Mr. Benoy, upon arriving at Osborne, found the LCS unit pumping. Thinking it a defective unit, he returned to Hamlet to obtain a new one, then returned to Osborne and found the signal trouble had cleared

Saturday following the day held subject to call without loss of compensation." In accordance with this portion of the rule, both Messrs. Porterfield and Benoy were fully compensated for standing by for call on the week end of May 1-2, 1948 by having been given four hours off on the Saturday following the day in question and, therefore, the carrier fully complied with its obligation under the provisions of Rule 15. To have called Assistant Signal Maintainer Porterfield to clear the trouble at Osborne would have been to the detriment of the service because of delayed trains. In other words, men scheduled to stand by for call are to be used when needed and their work is not confined to their assigned territory. Not by any stretch of the imagination can the carrier construe Rule 15 to require that an employe who is assigned to a particular territory, be entitled to protect under the standby for call provision of Rule 15, all the service on that territory. However, this is apparently the interpretation the employes are attempting to place on this rule.

It is our position that Mr. Benoy, Assistant Signal Maintainer at Hamlet, N. C. was properly called to protect the service required in correcting the signal trouble and that management complied with the agreement in every respect in the instant case and for the above reasons, respectfully ask that the claim be declined.

OPINION OF BOARD: This case is here on an agreed statement of facts. For purposes of the Opinion the essential details of the factual situation can be briefly summarized.

The claimant, D. A. Porterfield, is an Assistant Signal Maintainer with headquarters at Carew, South Carolina. His assigned maintenance territory extends from Milepost 254.0 to Milepost 285.0, a distance of 31 miles, single track. C. A. Benoy is also an Assistant Signal Maintainer with headquarters at Hamlet, North Carolina. His assigned maintenance territory is directly north of Porterfield's and extends from Milepost 239.0 to Milepost 254.0, a distance of 15 miles, double track. Both employes, in accordance with pre-arranged schedule and as provided for by terms of the current Agreement, were required by such schedule to stand by for call from 4 p.m., Saturday, May 1, to their regular reporting time on Monday, May 3, 1948. Benoy was called at 11 p.m., May 1, and performed work at Osborne, South Carolina, reporting off duty at 4 a.m.

The Brotherhood maintains that Porterfield should have been called and was entitled to the work performed by Benoy because Osborne is located in the north end of his assigned territory.

At the outset it must be conceded that in the absence of Agreements, understandings or established practices to the contrary or in the event of emergencies it is true, as a general rule, that the incumbent of a regularly assigned position is entitled to the overtime work from that position. We therefore turn to the contract in force and effect between the parties to see whether it contains anything which precludes the sustaining of the Brotherhood's position.

Rule 15 of the current Agreement deals with employes who are subject to call. Subsection (b) thereof, so far as it relates to the matters here involved, reads as follows:

"(b) For the purpose of minimizing the number of employes held subject to call on Sunday and holidays, a schedule will be prepared by the supervisory officer to show positions which will be subject to call on Sundays and holidays. Men occupying such positions as shown by the schedule will be subject to call on Sundays and holidays designated, and in consideration thereof will be released after four hours' service on the Saturday following the day held subject to call without loss of compensation. It is understood that employes filling positions scheduled as subject to call under the provisions of this rule will, when called, not be confined to work on any particular section or territory. * * * * * (Emphasis supplied)

The emphasized portion of the rule from which we have just quoted is not ambiguous. It provides in plain and concise language that employes filling positions scheduled as subject to call under its provision will, when called, not be confined to work on any particular section or territory. By all recognized rules of contractual interpretation language so clear and unequivocal must be literally construed. When so construed we are constrained to hold the rule not only contemplates but expressly provides that any workmen subject to call under the schedule in force and effect on the date here in question could have been called by the Carrier without regard to and irrespective of his regularly assigned territory or section. On such date Benoy was filling position scheduled as subject to call. He was called. Therefore, he came within the scope of the rule and was eligible to perform the work at Osborne even though it was located a few miles south of his regularly assigned territory. These conclusions necessarily require a denial award.

Awards 3822 and 4803 of this Division, cited and relied on by the Brotherhood, sustaining claims of section employes for work to which they were entitled on their respective sections and which had been assigned to other workmen are clearly distinguishable. In those cases the Agreements in question contained no such rule as is here involved, hence the general rule to which we have heretofore referred governed the rights of the parties and was properly applied.

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

That both parties to this dispute waived oral hearing thereon;

That the Carrier and the Employes involved in this dispute are respectively carrier and employes 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 Carrier did not violate the current contract.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 27th day of June, 1950.