

Award No. 6061

Docket No. SG-5956

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee, Brotherhood of Railroad Signalmen of America, on the Chicago and Eastern Illinois Railroad that T. & T. Maintainers L. Middleton and B. E. Weaver and Signal Maintainer W. E. Boden be compensated at straight-time rate for all time waiting and held away from their assigned headquarters to repair damage caused by ice storm between Watseka and N. E. Tower beginning April 10, 1950.

EMPLOYEES STATEMENT OF FACTS: Beginning April 10, 1950, an ice storm did considerable damage to communication and signal pole lines between Watseka and N. E. Tower. Repairs were progressed and completed from time to time and were finally completed April 20, 1950.

T. & T. Maintainer L. Middleton with bulletined and assigned headquarters at Danville, Illinois, covering territory Watseka Tower to Hillsdale, including both terminals and Judyville Branch, no part of which embraces any of the area between Watseka and N. E. Tower, the storm area, was directed by the Carrier to assist with repair work in the region damaged. This work was off his assignment which had been secured through exercise of seniority rights. Mr. Middleton's assigned position is one requiring him to leave and return to home station daily. He was required to work ten to twelve hours off his assigned territory each day while making repairs to signal and communication systems and was held away from his headquarters the remaining hours of each calendar day.

T. & T. Maintainer B. E. Weaver with bulletined and assigned headquarters at Sullivan, Illinois, covering territory Villa Grove to Shelbyville to Pana, no part of which embraces any of the area between Watseka and N. E. Tower, the storm area, was directed by the Carrier to assist with repair work in the damaged region. This work was off his assignment which had been secured through exercise of seniority rights. Mr. Weaver's assigned position is one requiring him to leave and return to home station daily. He was required to work ten and twelve hours off his assigned territory each day while making repairs to signal and communication systems and was held away from his headquarters the remaining hours of each calendar day.

Signal Maintainer W. E. Boden with bulletined and assigned headquarters at Evansville, Indiana, covering territory Evansville to Clinton, no part of which embraces any of the area between Watseka and N. E. Tower, the storm area, was directed by the Carrier to assist with repair work in the damaged region. This work was off his assignment which had been secured

In its claim, Petitioner has inserted therein a claim for an entirely new claimant. At no time during negotiations on the property has the claim been initiated or progressed on behalf of T. & T. Maintainer B. E. Weaver. Such claim was first initiated in Petitioner's notice to the Board under date of October 3, 1951. Since this dispute involves specifically named claimants, it is Carrier's position that the claim for B. E. Weaver is not properly before this Division as it was not initiated or handled on the property in conformity with provisions of the Railway Labor Act.

The rules controlling the method of compensating employes for service performed under circumstances as here in dispute are clear, concise, and to the point. They clearly set forth the manner in which hourly rated employes shall be compensated when sent from home station to perform work and do not return to home station on the same date. Rule 27 specifically provides that " * * * **no time will be allowed for traveling** or waiting between the end of the regular hours of one day and beginning of the regular hours of the following day when sleeping accommodations are available." Under the circumstances, claimants herein were properly compensated under the rules—the claim is therefore without merit and should be declined.

(Exhibits not reproduced.)

OPINION OF BOARD: These monetary claims, based on alleged improper payment of the Claimants, arise out of the following situation: On April 9, 1950, Carrier experienced a severe sleet storm on its system between Watseka and N. E. Tower. This storm caused immediate need for extensive repairs to Carrier's communication and signal lines in this territory. These repairs were far beyond what the employes regularly assigned to this territory could, within a reasonable time, have made. Consequently Carrier called Claimants, and others, from the territories to which they were regularly assigned and had them help relieve this emergency situation. All employes used had system seniority.

Rules 25, 26 and 27 of the parties' effective Agreement provide the compensation which "Hourly rated employes" shall receive for their services when the conditions of employment therein set forth exist. In the beginning it was contended only Rule 25 was applicable to Claimants but it is now admitted that Rules 26 and 27 are applicable to them if the conditions therein provided arise in connection with meeting the requirements of their own positions within the confines of their regularly assigned territory.

We think Rules 25, 26 and 27 are applicable to "Hourly rated employes," which includes Claimants, whenever they are being properly used by the Carrier to perform the work they are doing. Which of these rules is applicable will depend upon the conditions attached to the work being done.

Here Carrier, because an emergency had arisen by reason of the sleet storm, could properly use these Claimants, who had system seniority, off their own territories in order to relieve from the conditions created by the storm. The conditions attached to the work performed would control under what rule they should be compensated. These conditions, as established by the record, brought it within the provisions of Rule 27. Carrier has paid each of the Claimants in accordance therewith. The claims made are found to be without merit.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier has not violated the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 30th day of January, 1953.