

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Peter M. Kelliher, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

**THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
—Western Lines—**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Atchison, Topeka and Santa Fe Railway that Signal Maintainer P. V. Russell, Upland, Calif., Los Angeles Division, be paid a minimum allowance of four hours at straight-time rate of pay on Wednesday, December 17, 1947.

EMPLOYES' STATEMENT OF FACTS: About 7:30 P. M., Wednesday, December 17, 1947, there was a reported failure of a wig-wag street crossing signal at Willow Street, Rialto, on the signal maintenance territory assigned to the claimant, Signal Maintainer P. V. Russell, and the Carrier called a Signal Maintainer from an adjoining territory to take care of the reported failure of the Willow St. wig-wag signal.

The Maintainer from the adjoining territory who was called made inspections and tests of the reported failure but found the wig-wag signal working O.K. on arrival and no definite cause was determined.

The claimant was adversely affected when the Carrier did not call him for this reported failure on his own assigned territory as he was available to the extent stipulated in Article II, Section 11 (a), and was ready and willing to perform the work which arose on the maintenance territory assigned to his care.

The Carrier did not raise any question with respect to the claimant's competency while this claim was handled on the property; neither did it contend that the inspections or tests required to be made to determine if the wig-wag signal was working as intended was not work covered by the Signalmen's Agreement.

Formal protest against this violation of the Signalmen's Agreement was made in the usual manner on the property and appealed in proper order, without securing a satisfactory settlement.

There is an agreement between the parties to this dispute bearing an effective date of February 1, 1946. This agreement by reference is made a part of the record in this case.

dispute, but has also shown that the Brotherhood representatives have, by their past actions, accepted the Carrier's interpretation of that rule.

As to Article II, Section 11 (e), it will be readily apparent from the language contained therein that it only pertains to the "preference to calls for work" rights of employees who are scheduled or notified under Sections (b) and (d) of Article II to remain subject to call on **Sundays and holidays and has no application whatever to signal employees on other days of the week, such as December 17, 1947 which was Wednesday.**

In conclusion, the Carrier reasserts that the claim of the Employees in the instant dispute is entirely without support under the Agreement rules and should, for the reasons expressed herein, be denied in its entirety.

All that is contained herein is either known or available to the Employees or their representatives.

(Exhibits not reproduced).

OPINION OF BOARD: The facts relating to the claim in this case are substantially similar to those considered by the Board in Award 6218. The identical Parties and Agreement are involved, therefore, the Board must hold that the same principles set forth in the earlier Award are controlling.

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 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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of May, 1953.