

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Ross Hutchins, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, especially Rules 18 and 19, when, on December 21, 1960, it failed to call Signal Maintainer H. Shank to perform stand-by service at UD Interlocker in accordance with the provisions of the Signalmen's Agreement and, instead, required another Signal Department employe to perform service to which Signal Maintainer Shank was entitled.

(b) The Carrier be required to compensate Signal Maintainer H. Shank for three and one-half (3½) hours at the overtime rate account of the violation outlined in paragraph (a) of this claim. (Carrier's File: L-130-214)

EMPLOYES' STATEMENT OF FACTS: The Carrier maintains two shifts at its "UD" Interlocking at Joliet, Illinois. The first shift Signal Maintainer has regularly assigned hours of 6 A.M. to 11 A.M. and 12 Noon to 3 P.M. and the second trick Signal Maintainer works from 3 P.M. to 11 P.M. This leaves the interlocker unmanned from 11 P.M. until 6 A.M.

In accordance with Rule 18 of the current Signalmen's Agreement, Signal Maintainers at an Interlocking Plant where two shifts are worked, such as "UD" at Joliet, will protect calls for emergency service occurring nearest their respective shift. On the date the instant violation occurred, Mr. H. Shank was regularly assigned to fill the first shift at "UD" and Relief Signal Maintainer Barry was regularly assigned to fill the second shift. This meant that under Rule 18 Signal Maintainer Barry would be called for emergencies occurring between 11 P.M. and 2:30 A.M. and Signal Maintainer Shank should be called for emergencies between 2:30 A.M. and 6 A.M.

At 12:15 A.M., December 21, 1960, a signal failed and Signal Maintainer Shank was called to correct the trouble. He corrected the signal failure and was released at 1:15 A.M. This was contrary to the provisions of the Signal-

2. On December 21, 1960, Signal Maintainer Barry was called at about 1:30 A.M. account signal breaker trouble at UD Intrellocking Plant, Joliet, this trouble was located and corrected at approximately 2:00 A.M. Because of the extreme cold weather at the time Signal Maintainer Barry was instructed to remain on duty as standby in case of another failure. He stayed until 6:00 A.M. He was paid on a minute basis for all time on duty.

3. Rule 19 reads:

“SUBJECT TO CALL: Signal maintainers recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the management of their regular point of call. When such employes desire to leave such point of call for a period of time in excess of three (3) hours, they will notify the person designated by the management that they will be absent, about when they will return, and, when possible, where they may be found. Unless registered absent, the regular assignee will be called.

4. Rule 18 reads, in part:

“CALLS: Employes released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum of two (2) hours and forty (40) minutes at rate of time and one-half, and when held on duty longer than two (2) hours and forty (40) minutes, time will be computed on an actual minute basis and paid for at the rate of time and one-half. Time of employes so notified prior to release from duty will begin at the time required to report and end when they return to designated point at headquarters. Time of employes called will begin at the time called and end at the time they return to designated point at headquarters.”

CARRIER'S POSITION: Signal Maintainer Barry was properly called under Rule 19. He was paid for all time “when held on duty longer than two (2) hours and forty (40) minutes * * * on actual minute basis” in line with Rule 18. There was no violation.

The Employes simply contend that when Signal Maintainer Barry got the breaker working he should have been released (no rule support for this) and another Maintainer, the claimant, called in to perform the standby service which Barry performed while on duty and under pay (no rule support for this). The Employes' position completely lacks merit or rule support of any kind. Rules 18 and 19 have been interpreted and applied as was done in this case for many years. The Organization just does not have rule support for their fabricated theory.

The right man was called and paid “when held” just like the rule says. There was and is no requirement to release him and call another man.

The Carrier cannot visualize this claim being sustained, but it should be pointed out to the Board this claim is for punitive rate for time not worked. This question has been decided time and again—the proper payment for time not worked is pro rata.

OPINION OF BOARD: The agreement between the parties herein provides in Rule 18 as follows:

This claim should be denied in entirety.

"Where two shifts are worked, each maintainer of the plant and/or territory involved, when available, will protect calls in emergency service occurring nearest their respective shifts.

* * * * *

"First shift maintainer—assigned 8:00 A.M. to 4:00P.M.

Second shift maintainer—assigned to 4:00 P.M. to 12:00 midnight.

Second shift maintainer called at 3:00 A.M. If work for which called is not completed until, for instance, 7:00 A.M., he will complete the work." (Only material part quoted.)

A Mr. Barry covered the second shift and the Claimant covered the first shift. The hour that divided the time between Mr. Barry and the Claimant was 2:30 A.M. Barry was called at 1:30 A.M. to correct a circuit breaker actuating. Mr. Barry corrected this trouble before 2:00 A.M. however Mr. Barry was instructed to stay on duty until 6:00 A.M.

The employees state in their submission that, "The part of Rule 18 directly governing this dispute is the part reading 'Where two shifts are worked, each maintainer of the plant and/or territory involved, when available, will protect calls in emergency service occurring nearest their respective shifts.'"

The employees contend that Mr. Barry completed the work for which he was called out before 2:30 A.M. However, that is not relevant. Even if the employees are correct, the standby service was commenced before 2:30 A.M.

The express provisions of the example of Rule 18 quoted above, which is under the part of Rule 18 the employees say govern, allow the Carrier to retain Mr. Barry until 6:00 A.M. at which time Claimant started his regular shift.

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 not violated.

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AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1965.