

Award No. 13980
Docket No. SG-13915

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

P. M. Williams, 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 on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 18, when it called Signal Maintainer H. Shank twice before his regular starting time on December 19, 1961—then only paid him for one call.

(b) The Carrier be required to compensate Mr. Shank for an additional call of two hours and forty minutes at his time and one-half rate of pay for December 19, 1961.

EMPLOYEES' STATEMENT OF FACTS: The Claimant in this case, Mr. H. Shank, is the incumbent of a Signal Maintainer position with headquarters at U.D. Interlocking Plant, Joliet, Illinois. His assigned work day is from 6 A.M. to 3 P.M., with a one-hour lunch period. His assigned work week is Monday thru Friday.

On Tuesday, December 19, 1961, Mr. Shank was called by the Carrier at 3:30 A.M. to repair switch No. 194. He found a blown fuse, and circuit breakers out, made the necessary repairs, reported the switch as operating properly, and completed the call at 4:30 A.M. He was then instructed by the Carrier to stay on the job and protect suburban trains for morning movement because of a snow storm.

Mr. Shank claimed two separate calls (a "call" under Rule 18 is a minimum of two hours and forty minutes at rate of time and one-half)—one for the period from 3:30 A.M. to 4:30 A.M., and one for the period from 4:30 A.M. to 6 A.M. Carrier denied the claim for the 4:30 A.M. to 6 A.M. call on the basis the 3:30 A.M. call was not completed until he was released from duty.

This dispute is progressed on the basis Claimant Shank was called twice on the claim date, and that he is entitled to a minimum call for each of the

The claim was presented by the Local Chairman to the Signal Supervisor under date of February 12, 1962, and was subsequently handled in the usual and proper manner on the property, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory

at headquarters. Time of employes called will begin at time called and end at the time they return to designated point at headquarters."

POSITION OF CARRIER: Signal Maintainer Shank was properly notified or called under Rule 19. He was held on duty 2'30". He was paid 2'40" punitive rate in line with Rule 18.

The Employes simply contend that when Signal Maintainer Shank got the switch operative and the circuit breakers set, he should have been released (no rule support for this) and then called or notified again to perform the standby service which he did perform while held on duty (no rule support for this) and paid two 2'40" calls instead of the single 2'40" call he was paid for 2'30" work (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, he performed no out-of-scope work, and he was paid just like the rule says. There was and is no requirement to release him and call him again.

This claim should be denied.

OPINION OF BOARD: Claimant's regular assignment is from 6:00 A. M. to 3:00 P. M., his position is Signal Maintainer. At 3:30 A. M., December 19, 1961, Claimant was called to perform extra work. Upon completion of the emergency repairs to a switch, Claimant, at 4:30 A. M., was instructed to remain on the job until his regular starting time.

The instant dispute involves a claim by Petitioner that under the facts described above Claimant should have received pay for two calls. It is alleged that the provisions of Rule 18 were violated by Carrier when it paid Claimant for only one call for the extra work performed the date mentioned.

Rule 18 provides:

"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 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."

* * * * *

Petitioner does not allege that Claimant was released from duty at 4:30 A. M., on the contrary, it tells us that Claimant was "instructed * * * to stay on the job and protect the interlocking plant * * *". Such language connotes that Claimant had not been released from duty, in which case, we find no violation of Rule 18. (c.f. Award 8497)

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of November, 1965.