

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & 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 M. W. Kiser, Marlow, Oklahoma, at 7:20 A. M. on July 19, 1962, account signal trouble on his territory, but did not allow him a minimum call even though his regular starting time is 8:00 A. M.

(b) The Carrier be required to compensate Signal Maintainer Kiser for a minimum call of two hours and forty minutes at the punitive rate for this call. [Carrier's File: L-130-260]

EMPLOYEES' STATEMENT OF FACTS: At the time this dispute arose, Claimant was the Signal Maintainer at Marlow, Oklahoma, with regular assigned hours from 8:00 A. M. to Noon; 1:00 to 5:00 P. M.; rest days Saturday and Sunday.

On Thursday, July 19, 1962, the Carrier's Operator at Duncan called Claimant at 7:20 A. M. on instructions from the Dispatcher, informed him about signal trouble on his territory but instructed him not to clear the trouble until after 8:00 A. M.

As Rule 18 of the current Signalmen's Agreement provides for a minimum call (two hours and forty minutes at one and one-half times the regular rate of pay) for an employee released from duty and **notified or called** to perform work outside of and not continuous with regular working hours, Claimant submitted a claim for a minimum call on Carrier's Form G-87. On July 30, 1962, Carrier's Signal and Communication Supervisor wrote a letter of denial to Claimant, and a copy thereof is attached as Brotherhood's Exhibit No. 1.

On September 2, 1962, the Local Chairman presented the claim (Brotherhood's Exhibit No. 2) to the Signal and Communication Supervisor; the Supervisor wrote a letter of denial (Brotherhood's Exhibit No. 3) on October 10, 1962.

Under date of October 17, 1962, the Local Chairman advised the Supervisor of the rejection of his decision, then presented an appeal (Brotherhood's Exhibit No. 4) to the Superintendent on the same day. The Superintendent's

OPINION OF BOARD: Claimant here is a Signal Maintainer whose tour of duty starts at 8:00 A. M.

On the date here involved he received a telephone call from the Carrier at 7:20 A. M., notifying him of signal trouble on his territory, but was told not to take care of the trouble until after 8:00 A. M.

It being a fact that Claimant's starting time is 8:00 A. M., we must and do find that by Carrier's 7:20 A. M., telephone call on the day in question, he was "notified and/or called" within the meaning and intent of Article 18. The Carrier not only notified him of the trouble; it instructed him not to clear the trouble until after 8:00 A. M., which was his regular starting time.

Under the particular facts of this case, Carrier's action was a violation of Rule 18, and a sustaining Award is required. It must, however, be restricted to the forty minutes preceding his regular starting time in accordance with Rule 17, Section 1-(a).

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 violated.

AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1966.