

Award No. 14846
Docket No. SG-14348

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, 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 19, when it failed and/or refused to call Signal Maintainer C. E. Bouteller for signal work on his assigned territory on December 20, 1961, when signals 4947A, 4969, 4968, 4990, 4991 and 5006A were at stop.

(b) The Carrier should now be required to compensate Mr. Bouteller for a minimum call, as outlined in Rule 18, of two (2) hours and forty (40) minutes at the punitive rate of pay. (Carrier's File: L-130-256)

EMPLOYES' STATEMENT OF FACTS: On December 20, 1961, Signals 4947A, 4969, 4968, 4990, 4991 and 5006A on the Yukon, Oklahoma maintenance territory were displaying stop aspects with no trains in the block. Train No. 33, a westbound freight train, received red blocks at Council at 5:17 A.M., and Train No. 24, an eastbound passenger train, received red blocks at Yukon account of this signal trouble.

Signal Maintainer C. E. Bouteller, Claimant in this dispute, should have been called to locate and correct this trouble, which is considered an emergency in Rule 19 of the Signalmen's Agreement, as amended. Rule 19 provides that the regularly assigned employee, unless registered absent, will be called when such emergencies arise.

However, Maintainer Bouteller was not called to correct the signal trouble. He was notified of the emergency condition at 8:40 A.M. on that date after he reported for his regular tour of duty at 8:00 A.M. He investigated and found that the trouble was caused by broken bond wire in a road crossing at Mile Post 497 plus 24.5 pole spans. He corrected the trouble and the signals were working properly at 10:30 A.M., as evidenced by a copy of the Signal Failure Report dated December 27, 1961, which is Brotherhood's Exhibit No. 1.

CARRIER'S STATEMENT OF FACTS:

1. There is an Agreement between Chicago, Rock Island and Pacific Railroad Company and the Brotherhood of Railroad Signalmen of America bearing an effective date of July 1, 1952.

A copy of this Agreement is on file with your Board and by reference is made a part of this submission.

2. A bond wire broke in road crossing near Yukon, Oklahoma on December 20, 1961, outside the assigned working hours of the claimant. This condition was corrected by the claimant the next morning when he went to work.

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 employees 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.

Employees 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 employees 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 employees called will begin at the time called and end at the time they return to designated point at headquarters."

OPINION OF BOARD: On December 20, 1961, certain signals on the Yukon, Oklahoma maintenance territory were displaying stop aspects with no trains in the block. Train No. 33, a westbound freight train, received red blocks at Council at 5:17 A.M., and Train No. 24, an eastbound passenger train, received red blocks at Yukon account of this signal trouble. Petitioner contends that Rule 19 of the Agreement provides that the regularly assigned employee, Claimant herein, "unless registered absent, will be called when such emergencies arise." Therefore, since Claimant was not registered absent Carrier violated the Agreement when it failed to call him forthwith when the signal failure became known to it.

The pertinent Rule reads:

"RULE 19. 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 employees 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."

Rule 19 does not dictate if and when an employee shall be called. Consequently such determinations are within the discretion of management. We will deny the Claim on its merits.

Petitioner has alleged that Carrier violated Article V, Section 1(a) of the August 21, 1954 Agreement because the Communications and Signals Supervisor failed to state a reason for denying it. In his denial the Supervisor said:

"Since maintainer, if called could not have departed Yukon until after departure of No. 24 at 7:05 A. M. and with no other trains on the railroad until No. 21 due out of Oklahoma City by Time Table at 11:00 A. M., maintainer being notified at about 8:30 A. M. provided sufficient time to correct the condition ahead of the next train. Correction reported made at 10:30 A. M. Your claim is therefore declined."

Article V, Section 1(a) requires only that "reasons" be given for disallowance. It does not concern itself with the substance of the reasons. We find that the reasons given by the Supervisor in his denial satisfied the requirement of the Article.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1966.

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