



Award No. 14861

Docket No. SG-14588

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

On behalf of Signal Repairmen Val Helmandollar and H. A. Whisler, Pocatello Signal Shop, for two hours' overtime pay each account Carrier required and/or permitted junior Signal Repairmen to perform overtime work in the shop on November 15, 1962, in violation of Rule 10(d) of the current Signalmen's Agreement.

EMPLOYES' STATEMENT OF FACTS: The Signal Foreman, Assistant Signal Foreman, and two Relay Repairmen from the Pocatello Signal Shop were required to work two hours' overtime on November 15, 1962, immediately following regular working hours. The request for this overtime work came from the Signal Supervisor as the employees were leaving the shop for the day.

Claimants Helmandollar and Whisler are Relay Repairmen, senior to the two Relay Repairmen who were worked, and they claim they should have been used for this overtime work in accordance with Rule 10(d) of the Signalmen's Agreement. They were available and willing to work. Claimant Helmandollar actually remained in the shop while the work was being performed.

Under date of November 17, 1962, the Local Chairman presented a claim on behalf of Messrs. Helmandollar and Whisler for two hours' overtime pay. That claim letter is Brotherhood's Exhibit No. 1; and the Carrier's denial, dated November 23, 1962, is Brotherhood's Exhibit No. 2. On December 12, 1962, the Local Chairman notified the General Signal Engineer of the rejection of his decision, then referred this matter to the General Chairman.

The General Chairman presented an appeal (Brotherhood's Exhibit No. 3) to the Chief Engineer on December 27, 1962; and Chief Engineer Bunjer wrote a letter of denial (Brotherhood's Exhibit No. 4) on January 21, 1963.

As indicated by the correspondence cited above, this dispute has been 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 settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of April 1, 1962, as amended, which is by reference thereto made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On November 15, 1962, at 4:30 P. M., Signal Shop Foreman F. S. Krayenbuhl of the Pocatello Consolidated Signal Shop received a telephone call advising that because of a derailment at Besslen, Idaho, urgent repairs were immediately required on Model 22-A switch machine, right hand, all of the switch rod assemblies, a complete set of switch plates and one H-2 dwarf signal complete.

The quitting time for the employees working in the Consolidated Signal Shop is 4:30 P. M. By the time the Signal Shop Foreman had completed this telephone call it was already past this time and many of the employees had already left for the day.

There already was an M-22-A switch machine made up at the shop on which Relay Repairman J. W. Egnoske had been working, as well as an H-2 dwarf signal on which Relay Repairman Norman Hansen had that day been working. Since Mr. Egnoske and Mr. Hansen had not yet left the premises, the Signal Shop Foreman requested Mr. Hansen to remain to complete his work on the H-2 dwarf signal and requested Mr. Egnoske to remain to make necessary changes in the M-22-A switch machine on which he had been working to fit the conditions at Besslen, Idaho, the point of the derailment, and also to make up the switch plates and switch rod assemblies which were also required.

By the time it became known that this work would be needed, the Claimants, Relay Repairmen Val Helmandollar and H. A. Whisler, had already left the shop for the day and were not readily available.

In a letter of November 17, 1962, to the Carrier's General Signal Engineer H. C. Stratton, the Organization's Local Chairman G. Daniels presented claim on behalf of Claimants for two hours at time and one-half because they were not used for this work.¹ A copy of this letter is attached as Carrier's Exhibit A. The claim was denied by General Signal Engineer Stratton in a letter of November 23, 1962 to Local Chairman Daniels, copy of which is attached as Carrier's Exhibit B. The Local Chairman by letter of December 12, 1962, copy attached as Carrier's Exhibit C, advised the General Signal Engineer that the claims were being referred to the General Chairman for further handling. By letter of December 27, 1962, copy attached, as Carrier's Exhibit D, the claims were appealed by the Organization's General Chairman J. H. Wollbrinck to the Carrier's Chief Engineer J. A. Bunjer. By letter of January 21, 1963, copy attached as Carrier's Exhibit E, the claims were declined by Chief Engineer J. A. Bunjer.

(Exhibits not reproduced.)

OPINION OF BOARD: On November 14, 1962, there was a derailment on Carrier's line at Besslen, Idaho. At 4:30 P. M., on that date the foreman of the Consolidated Signal Shop at Pocatello, Idaho, was informed that a "Model 22-A switch machine, right hand, all the switch rod assemblies, a complete set of switch plates and one H-2 dwarf signal complete" were needed immediately to replace those damaged by the derailment. Carrier states:

¹The original letter also included a general claim without specific claimant for two hours' pay because the Signal Foreman allegedly performed work of another man on this occasion. This claim was denied by Carrier and has not been progressed to the Board.

"There already was an M-22-A switch machine made up at the shop on which Relay Repairman J. W. Egnoske had been working, as well as an H-2 dwarf signal on which Relay Repairman Norman Hansen had that day been working. Since Mr. Egnoske and Mr. Hansen had not yet left the premises, the Signal Shop Foreman requested Mr. Hansen to remain to complete his work on the H-2 dwarf signal and requested Mr. Egnoske to remain to make necessary changes in the M-22-A switch machine on which he had been working to fit the conditions at Besslen, Idaho, the point of the derailment, and also to make up the switch plates and switch rod assemblies which were also required."

It is the position of Petitioner that Claimants, being senior to Egnoske and Hansen, should have been used on the overtime work. In support of its position Petitioner cites Rule 10 (d) which reads:

"(d) When a portion of a gang is required for overtime service the senior employes of the classes of the gang involved shall, if available, have preference to such overtime work or service."

Upon reading this rule in conjunction with other rules in the Agreement between the parties, we are not convinced that the shop employes are "a gang" within the intent of the parties when they wrote 10 (d).

In further support of its position, Petitioner argues that even in the absence of a specific rule, seniority must be observed in the assignment of overtime work and in this connection we adopt the reasoning contained in our Award 5346, which, when applied to the facts and circumstances of this case requires a denial award.

Accordingly, we must deny the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier has not violated 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.

Keenan Printing Co., Chicago, Ill.

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