



Award No. 16066
Docket No. SG-16155

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Central Railroad Company of New Jersey that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 16(c) and the January 4, 1945 Letter of Understanding, when, on February 1, 1965, it failed to call Signal Maintainer Frank Flynn for work on his assignment at Tower "A" and used instead the Signal Maintainer from an adjoining territory between the hours of 11:00 P. M. and 7:00 A. M., February 1 and 2, 1965.

(b) Carrier be required to compensate Signal Maintainer Frank Flynn eight (8) hours at the time and one-half rate.

[Carrier's File: SIG No. 26]

EMPLOYEES' STATEMENT OF FACTS: This claim resulted when Carrier failed to assign to Signal Maintainer Frank Flynn overtime work which occurred February 1 and 2, 1965, at Tower "A," his assigned territory.

Mr. Flynn is assigned to the regular relief position at Tower "A." He was available on February 1, could have responded to a call, and would have been at Tower "A" within fifteen minutes if he had been called.

During the late afternoon of February 1 an air leak caused air pressure at Tower "A" to drop to the point where switches could not be operated. At the time the Second Trick employees were busy lining routes for train movements. Therefore, two employees assigned to Hy-Tower, an adjacent territory, were sent to Tower "A" to make temporary repairs to the ruptured air line.

While repairs were being made, it started to snow and by late evening there was an accumulation. Assistant Signal Supervisor J. F. McGinley asked the two regular Second Trick Tower "A" employees to work past their 11:00 P. M. quitting time in order to keep trains moving during the snow. One agreed to stay; whereas the other requested and was granted permission to go home.

As indicated by the correspondence cited and quoted above, this dispute was handled 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 August 16, 1938, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Tower "A," Jersey City, N. J., is located just outside our Jersey City Passenger Terminal, handling the movement of all of our passenger trains, including the heavy commuter service between New York and the suburban areas of New Jersey, into and out of the terminal.

Late in the afternoon of Monday, February 1, 1965, an air leak caused the pressure at that location to drop to a point where the switches became inoperable and this, in turn, required the Maintainers to manually line routes for train movements. In order to locate the air leak, and because of the manual duties being performed by the assigned Maintainers on duty, it was necessary that additional help be secured for this purpose. Therefore, in the interest of expediting the work and avoid disruption to train service, Leading Maintainer H. Fox and Maintainer Flannery were sent from the adjacent territory ("HY" Tower, Jersey City, N. J.) to Tower "A," all within the same seniority district, and were successful in locating the leak in a 2½ inch air line which had become badly deteriorated. They were instructed to put a clamp on the line and while performing this work, snow began to fall. After three unsuccessful attempts to clamp the leak they were able to do so on the fourth try, and at approximately 8:20 P.M. the work was completed. This, of course, was only a temporary measure until the pipe could be replaced.

Due to the increased accumulation of snow it was necessary for the regular Tower "A" Maintainers to continue manual lining of the routes for train movements; as a result, Messrs. Fox and Flannery were requested to remain in the event the air pressure dropped again. Mr. Fox requested and was granted permission to be relieved, while Mr. Flannery consented to remain. Leading Maintainer W. Sodon and Maintainer E. Damm, regularly assigned at Tower "A," were also requested to remain on duty to protect train movements through the interlocking in view of the continuation of the inclement weather. However, Mr. Sodon requested and was given permission to go home while Mr. Damm remained.

Claimant Flynn is assigned as Cycle Relief Maintainer with following tours of duty:

Saturday - 1st Trick, Tower "A," Jersey City
Sunday - 1st Trick, Tower "A," Jersey City
Monday - 1st Trick, "DY" Tower, Newark Bay Draw
Tuesday - 2nd Trick, Tower "A," Jersey City
Wednesday - 2nd Trick, Tower "A," Jersey City
Thursday - Rest Day
Friday - Rest Day

OPINION OF BOARD: Claimant is the incumbent of a Relief Maintainer position whose regular work days are Saturday through Wednesday with

Thursday and Friday as rest days; on all his regular work days except Mondays he is assigned to relieve at Tower "A" at Jersey City, and on Mondays he is assigned to relieve at "DY" Tower, at Newark Bay Draw. On Monday, February 1, 1965, overtime work which was not part of any assignment was assigned at Tower "A" to a Signal Maintainer from a location other than Tower "A." Organization claims that under Rule 16(c) and a letter dated January 4, 1945, by Carrier, Claimant as an incumbent of a regular assignment at Tower "A" was entitled to the overtime assignment in preference to the Maintainer from another location.

Rule 16(c) provides:

"When Maintainers' work is required to be performed at overtime rates on a day that is not a part of any assignment, when practicable it shall be done by the regular maintainer at that location."

and the portion of the letter cited:

"If overtime work is necessary at locations where we have several employees, the overtime work should be distributed equally among the regularly assigned employees, in preference to employees from other locations or gangs."

Carrier argues, among other things, that on the day in question, a Monday, Claimant was not a regularly assigned employee at Tower "A," but at another location, Newark Bay Draw; thus that neither Rule 16(c) nor the letter (to the extent it is applicable) gave him preferred right to the overtime. The record does not show that on Monday, February 1, 1965, Claimant was one of the regularly assigned maintainers at Tower "A," and the record does show that he was on Mondays regularly assigned to relieve at "DY" Tower at Newark Bay Draw.

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 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 25th day of January 1968.

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