



Award Number 17623

Docket Number SG-18199

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles W. Ellis, 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:

On behalf of Signal Maintainer J. P. Enright—headquartered at Altoona, Iowa, with a monthly rate of \$675.73 and assigned hours of 8:00 A.M. to 12:00 noon and 1:00 P.M. to 5:00 P.M., Monday through Friday—for four (4) hours' pay at the punitive rate account from 9:30 P.M. October 3, 1967, to 1:30 A.M. October 4, 1967, he was called and required to work off his assigned territory to repair a signal cable which had been damaged by dragging equipment on the Middle River Bridge.

[Carrier's File: L-130-418]

EMPLOYEES' STATEMENT OF FACTS: The Claimant, Signal Maintainer J. P. Enright, is headquartered at Altoona, Iowa, his assigned working hours are 8:00 A.M. to 12:00 noon and 1:00 P.M. to 5:00 P.M., Monday through Friday. He is assigned to the maintenance of a "specific territory" (See Agreement Rule 5). A portion of the Claimant's territory is located on the Carrier's line between Des Moines, Iowa and Kansas City, Missouri; the southern extremity of this portion is at Signal No. 642 located at the south end of Carlisle, Iowa, approximately eleven miles south of Des Moines. Signal No. 642 governs the movement of the Carrier's northward trains into Carlisle, and is a part of the Claimant's territory.

Also located at the south end of Carlisle is Signal No. 641 which governs the movement of the Carrier's southward trains leaving Carlisle bound toward Kansas City; it is a part of a maintenance territory assigned to a Signal Maintainer headquartered at Chariton, Iowa. Approximately 800 feet south of Signal No. 641 there is a bridge over a stream known as Middle River; it was from about the middle of this bridge to a point between it and Signal No. 641 that a temporary multi conductor signal cable was in service. The signal circuits carried by that cable were arranged so that only signals on the Chariton territory would be held at "stop" (Red) indication in the event of damage to the cable (Brotherhood's Exhibit No. B.)

Shortly before 9:30 P.M. on Tuesday, October 3, 1967, shifted lading on one of the Carrier's freight trains damaged the temporary signal cable. When it was found that trouble existed, the Claimant was called at 9:30 P.M. to investigate and make necessary correction. The Claimant did investigate and correct the trouble, working until 1:30 A.M., October 4.

ing out account the dragging effect of the damage from the lumber. Mr. Enright told me that he just twisted the wire ends together in a very temporary manner and did not even take the time to tape the twisted ends of the wires. As Mr. Enright was completing the restoration of the temporary cable to restore his signal system to normalcy, a lineman showed up and he also had damaged temporary cable at this same location. On the phone, Mr. Enright told me he stayed and assisted the lineman to get all of his wires spliced together which took additional time. Further, Mr. Enright's wire report of October 4 showed everything back to normal at 12:31 A.M. but he claims further time on his G-87 overtime report form to 1:30 A.M."

4. Claimant **Signal Maintainer** is headquartered at Altoona, Iowa, and it paid a **monthly rate** of \$675.73. His period of assignment is 8:00 A.M. to 5:00 P.M., Monday through Friday. The date and time on which the incident occurred was 9:30 P.M., Tuesday, October 3, 1967.

5. The Organization's position in this dispute is predicated on the application of Rules 17, 18 and 62 of the Signalmen's Agreement. The Carrier denies that the application of Rules 17, 18 and 62 are in point in the sense that they sustain the position of the Organization in this dispute or the payment claimed in connection therewith. Accordingly, this dispute arose and was progressed to your Board for adjudication.

6. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim as it is anticipated the Employees will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Organization's reproduction of such correspondence.

7. The time limits and progression of the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: The claim as set forth above adequately describes the dispute without further elaboration by us. In denying the claim Claimant was told in pertinent part:

"In checking I find that you were called for signal trouble on your territory. In checking out the trouble you found a cable cut into by dragging equipment just off of the so called limits or (sic) your territory. This trouble affected signals and signal circuits on your territory.

"It is my contention that it is your duty to restore the signal system to a proper working order as per Rule 62 paragraph 5 of the memorandum of agreement signed June 30, 1966."

with which we agree. We find that Paragraph 6 of the June 30, 1966, Memorandum of Agreement is also applicable. Paragraph 6 reads as follows:

"Employee covered by this rule who are required by the Carrier to perform work outside the limits of their territory outside the assigned hours of their work week will be compensated for such service under the rules applicable to other employees of the same

class as provided in Rules 17 and 18. However, this paragraph shall not apply for Foremen working under Rule 81(d)."

which supports the contention of the Employees.

Award 17172 relied upon by Carrier is distinguishable. Neither do we find any merit in Carrier's ultimate contention that Claimant was not required by Carrier to work off of his assigned territory.

The claim will be sustained.

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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December 1969.