



Award Number 17780

Docket Number SG-17980

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, 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:

- (a) On behalf of Signal Maintainers and Signal Testmen on the Illinois Division who are supervised by Signal Supervisor W. E. Cannon at Rock Island, Illinois, for one call, two (2) hours and forty (40) minutes at the punitive rate, as provided for in Rule 18 for their rendering service by responding to telephone call on Sunday, July 16, 1967, and eight (8) hours at the pro rata rate for July 17, 1967, account on that day without the advance notice provided for and required by Rule 39 of the July 1, 1952 Agreement; the August 21, 1954 National Agreement; the June 5, 1962 National Agreement; and the February 7, 1965 Mediation Agreement, Carrier abolished their positions. (Carrier's File: L-130-404.)
- (b) On behalf of Signal Maintainers and Signal Testmen on the Illinois Division who are supervised by Signal Supervisor R. S. Carle at Blue Island, Illinois, for one call, two (2) hours and forty (40) minutes at the punitive rate, as provided for in Rule 18 for their rendering service by responding to telephone call on Sunday, July 16, 1967, and eight (8) hours at the pro rata rate for July 17, 1967, account on that day without the advance notice provided for and required by Rule 39 of the July 1, 1952 Agreement; the August 21, 1954 National Agreement; the June 5, 1962 National Agreement; and the February 7, 1965 Mediation Agreement, Carrier abolished their positions. (Carrier's File: L-130-405)

EMPLOYEES' STATEMENT OF FACTS: Due to a strike of shop craft employees, Carrier notified, or attempted to notify, all maintainers and testmen on the Illinois Division who are supervised by Signal Supervisors W. E. Cannon and R. S. Carle, that their jobs were abolished as of their starting time on July 17, 1967.

Under date of September 11, 1967, the Brotherhood's Local Chairman submitted a joint claim letter to Supervisors Cannon and Carle on behalf of Signal Maintainers and Signal Testmen on the Illinois Division assigned to their respective supervision. He sent identical letters to both Supervisors;

OPINION OF BOARD: The Claimants were notified as provided under Article VI of the August 21, 1954, National Agreement that their jobs were to be abolished at the beginning of their respective tours of duty on the next day. These employees were not notified or called to perform work as contemplated under Rule 18 of the Signalmen's Agreement.

"RULE 18. 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."

Therefore the claim for two hours and forty minutes at the punitive rate, for responding to the telephone call on Sunday, July 16, 1967 is without merit. Rule 18 was not violated.

The issue to be resolved evolved thru Rule 39(a) of effective Agreement, Article VI of the August 21, 1954, Agreement and Article III of the June 5, 1962 Agreement.

"RULE 39 REDUCTION IN FORCE: (a) When forces are reduced, seniority will govern. Force reductions shall not be made nor will positions be abolished until employees assigned to and/or holding such positions have been given at least one hundred twenty (120) consecutive hours advance notice, receipt of which shall be promptly acknowledged to the Signal Engineer, copy to the General Chairman. Copies of such notices shall be furnished the General Chairman and all local chairmen. (See Rule 60.)"

"ARTICLE VI—CARRIER'S PROPOSAL NO. 11

Establish a rule or amend existing rules to provide that in the event of a strike or emergency affecting the operations or business of the Carrier, no advance notice shall be necessary to abolish positions or make force reductions.

This proposal is disposed of by adoption of the following:

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954."

Article III of the June 5, 1962 Agreement:

"ARTICLE III—ADVANCE NOTICE REQUIREMENTS

Effective July 16, 1962, existing rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirements of this Article."

There is general agreement that the Carrier was late in fulfilling the time requirements—the men scheduled to begin work at 6:00 A.M. had only 12 hours advance notice and those men scheduled to begin work at 8:00 A.M. had only 14 hours advance notice. When it was determined that train operations on the Rock Island System could no longer be continued and no service could be performed, notices were issued. Whereas we can establish a partly insufficient notice we cannot establish the clear cause of the delay. We therefore stipulate that the Claimants are only entitled to the amount of time, by which their job abolishment notices were abbreviated. Therefore, Claimants' wage loss would be something less than the eight hours claimed, either two or four hours as the case may be for each individual Claimant.

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 to the extent shown in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1970.

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