



Award No. 18005
Docket No. SG-18367

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Paul C. Dugan, 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:

On behalf of Relief Signal Maintainer C. W. Peet, headquarters at U. D. Tower, Joliet, Illinois, for one call (2 hours and 40 minutes) at punitive rate on Sunday, April 14, 1968. (Carrier's File: L-130-438)

EMPLOYES' STATEMENT OF FACTS: At the time this dispute arose, Claimant was Relief Signal Maintainer, headquartered at U. D. Tower, Joliet, Illinois.

On Sunday, April 14, 1968, Signal Supervisor R. S. Carle called Claimant's home. When advised that Claimant was not at home, Supervisor Carle left a message with Claimant's wife, instructing her to have Claimant return Supervisor Carle's call when Claimant arrived at home.

The Claimant reported to his headquarters prepared for work and then called Supervisor Carle. At that time he was told the reason for call was to issue instructions for Claimant's job assignment for the next day.

Rule 18 of the Signalmen's agreement reads, in part, as follows:

"RULE 18.

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 hours and forty minutes at time and one half * * *

This dispute was subsequently handled on the property in the usual and proper manner up to and including the highest officer of the Carrier designated to handle such disputes without obtaining a satisfactory settlement.

Pertinent exchange of correspondence has been reproduced and attached, identified as Brotherhood's Exhibits Nos. 1 through 6.

(Exhibits not reproduced.)

simply wanted to instruct him that he was to perform work at Sheffield, Illinois the next day — April 15, 1968. The claimant returned home and filed claim for two (2) hours and forty (40) minutes — a call — at the punitive rate.

6. Claim was declined and accordingly this dispute arose and was handled as reflected in the correspondence attached hereto as Carrier Exhibit A.

7. The procedures followed in the progression of this claim were timely, and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

(Exhibits not reproduced.)

OPINION OF BOARD: The undisputed facts herein are that Signal Supervisor Carle called Claimant, a Relief Signal Maintainer, by phone at his home on Sunday, April 14, 1968, and told Claimant's wife to have Claimant call him when he returned home. Upon returning home, Claimant put on his work clothes and reported for work at his headquarters. Carrier originally called Claimant to instruct him to report for work at Sheffield, Illinois, Monday, to relieve the Signal Maintainer.

The Organization's position is that Signal Supervisor Carle, in calling Claimant on Sunday, April 14, 1968 at his home and leaving no instructions with Claimant's wife except to have his call returned upon Claimant's return home, could be construed as a call for work; that by failing to leave word at Claimant's home that he was to report for work Monday morning, Claimant would not have thought that there was trouble on the railroad and would not have reported for work at his headquarters, that under Rule 18 Claimant is entitled to a call on his rest day of 2 and 8/12 hours at punitive rate of pay.

Carrier's defense to this claim is that Claimant was not notified or called to perform work as contemplated by Rule 18 of the Agreement; that Carrier's Supervisor Carle asked Claimant's wife to have Claimant return his call and nothing more; that the procedure followed by Carrier in this instance is the normal and customary way in which Claimant is advised what work or change in work he is to perform; that Claimant, a Relief Signal Maintainer, who is constantly shifted from job to job, and at the time in question was relieving a job 60 miles from his home, should have realized that a call from his supervisor would be at most a change in his assignment; that Claimant's presumption of trouble on the railroad was an error on his part.

It is the opinion of this Board that Claimant was not notified or called to perform work within the intent and meaning of Rule 18 of the Agreement. It is undisputed that Carrier's Supervisor Carle called Claimant's home and talked to Claimant's wife and only told her to have Claimant return his call upon Claimant's return home. There is nothing in said Rule 18 that required Carrier to notify or leave word with Claimant's wife that he was to report to work at a certain location the following day. All Claimant had to do was to pick up the phone and return the call of Carrier's said Supervisor. Finding that Carrier did not notify or call Claimant to perform work on the date in question, we are compelled to deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds: