

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20155

Docket Number **SG-19815**

Irwin M. **Lieberman**, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Erie **Lackawanna** Railway Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad Signalmen on the Erie **Lackawanna** Railway Company that:

(a) Carrier violated Rule 17 of the March 1, 1953 Agreement when it failed and/or refused to properly compensate **employees** of the Signal Department (**Susquehanna** Division) after calling them by Bell telephone to report for work on Thursday, December 10, 1970.

(b) Each and every one of the **employees** listed be paid 2 hours and 40 **minutes** at the **time** and one-half rate of the respective positions account violations cited in claim (a) above.

E. L. Lester	E. F. Sensel	R. Reese
J. L. Schultz	J. O. Card	R. H. Gans
R. D. Coe	R. H. Draxlar	F. L. Hill
W. I. Neer	D. E. Tarkett	E. G. Hill
H. F. McDonnell	T. J. Crane	H. J. Overlander
G. R. Vaughn, Jr.	3. D. Smith	T. L. Kishbaugh
G. M. Begeal	H. R. Evans	T. A. Rohan
J. H. Lubbe	R. K. Kerr	J. H. Leach
H. Compisi	R. E. Clark	R. W. Lefler
R. R. Donovan	G. A. McElroy	J. V. Mroz
Ii. A. Kellogg	G. E. Mallery	R. Parka
L. G. Potter	L. J. DeLarco	S. E. Gerel
W. L. Wade	W. H. Barnes	T. Gibbs
G. E. Kinney		

(Carrier's File: **188-Sig.**)

OPINION OF BOARD: This dispute is based on the nationwide railroad strike by BRAC, **BMWE**, **H&RE**, and **UTU** which began at **12:01 A.M. on December 10, 1970**. Pursuant to the **four Organizations'** strike call, Carrier issued a bulletin on December 9, 1970, discontinuing positions of **all** crafts **if** the strike materialized. The four Organizations went on strike at 12:01 A.M. on December 10th and about four hours later Carrier obtained a restraining order **against** the strike. At about 5:00 A.M. that morning, supervision began **calling** employees telling them that the strike was officially ended and that they could report for work at their regular **assignments** at their regular starting time. **BRAC** refused to obey the court order and continued to maintain picket lines for the **balance of** the day **which employees** refused to cross. Petitioner alleges that the Claimants reported **or** work as instructed but found that the **strike** emergency was not **over**.

The Organization contends that Carrier violated Rule 17 of the Agreement when it required **Claimants** to report for **work** and refused to **compensate** them for reporting. It is argued that Claimants had to report for work **as** instructed or risk a charge of insubordination. Petitioner further **asserts** that Carrier should not be permitted to call employees outside regular working **hours** to report for work and not **compensate** them for a call after they have reported. Rule 17 reads in pertinent part:

"**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 allowance** of two (2) hours and forty (40) minutes at the overtime rate...."

The language of Rule 17 quoted above seem clear and unambiguous. Further, the meaning of Call Rules such as this is well established and well understood. Such a rule literally means that when an **employee** has been released from work and is called to work and does report for duty outside of **established** hours, he must be paid not less than a **minimum "call"** as provided in the rule. In the dispute before us, Claimants were not called to perform work outside of regular working hours but on the **contrary** were asked to report at their regular starting time. Without speculating on alternatives available to the Organization, the reliance on Rule 17 in this case **seems** entirely inappropriate; the Rule does not support the Claim. For this reason the **Claim must** be denied.

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 not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, **this** 28th day of February 1974.