

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21386
Docket Number SG21242

James C. McBrearty, Referee

PARTIES TO DISPUTE: {Brotherhood of Railroad **Signalmen**
(Southern Railway **Company**)

STATEMENT OF CLAIM: Claim of the General **Committee** of the Brotherhood of Railroad **Signalmen** on the Southern Railway **Company et al."**

On behalf of Signal **Maintainer** F. Watts, headquarters Decatur, Ala; for **11** hours **40** minutes **overtime** account Signal **Maintainer Whitten, Sheffield, Ala., working** on claimant's territory on April 7, 1974. [Carrier's file: SG-457]

OPINION OF BOARD: As of April 1, 1974, the home stations and assigned territories of **Signal** Maintainers in the **northern** Alabama area of Carrier's **Memphis** District (Lines East), with work weeks **7:00 AM - 4:00 PM** Monday through Friday, rest days Saturday-Sunday, were as follows:

<u>Home Station</u>	<u>Maintainer</u>	<u>Territory</u>
Huntsville, Ala.	(338.9) J. F. McClintock	MP 311.9-343.0
*Decatur, Ala.	(363.3) F. Watts (claimant)	MP 343.1-366.0
**Town Creek, Ala.	(389.0) T. A. Clark	MP 366.1-399.0
*Sheffield, Ala.	(.4MF) D. A. Whitten	MP 399.1-4MF- -40;

* (Subject to **call under** Rule 37 - Sunday April 7, 1974)

** (Marked off-call and not available - Sunday April 7, 1974)

During the first week of April 1974, **Signal Gang** No. 4 (Lines East) and the IBEW Line Gang were engaged in repairing and restoring to service **communications** and signal transmission lines on Memphis District which were damaged by heavy storms in the northern **Alabama** area.

Maintainer D. A. **Whitten** (Sheffield), **during** the first work week in April, 1974, worked with and assisted **Signal Gang** No. 4 **employees** who were headquartered at Sheffield and worked out of that point in repairing the **damaged** pole line and signal installations in that area.

Signal Gang No. **4** worked twelve hours on Saturday, April 6, and twelve hours on Sunday, April 7, **1974**, all on the Sheffield and Town Creek territories of Maintainers D. A. **Whitten** and T. A. Clark. Maintainer **Whitten** was used to work with **and** assist the signal gang on his Saturday-Sunday rest days, working **11** hours and **40** minutes overtime on April 6, and **11** hours and **40** minutes overtime on April 7, **1974**.

Under date of June 2, 1974, Petitioner initiated a claim on behalf of **Signal** Maintainer F. Watts, for **11** hours and **40** minutes overtime, **alleging** that Carrier violated the Agreement in using Maintainer **Whitten** (Sheffield territory) instead of **Claimant** (Decatur territory) to assist **Signal** Gang No. **4** working near MP-372 (on the Town Creek territory of Maintainer T. A. Clark) on Sunday, April 7, 1974.

Applicable rules of the **Agreement** alleged by the parties to have **a direct** bearing on this case are as follows:

"Article II

CLASSIFICATION - RULE 2:

* * * * *

(d) **Signalman**, **Signal** Maintainer: (Effective June **19, 1921**) A **man** qualified and assigned to **perform** work generally recognized as signal work, together with **all mechanics'** work connected therewith, shall be classified as a **signalman** or **signal maintainer**.

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Seniority -- Rule **4**: (Revised - effective April 1, **1942**)

(a) Seniority **shall** be established and held as hereinafter provided. Seniority consists of rights in the several classes based on respective length of service as shown on respective lists of **employees** covered herein, in each such class.

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"Calls- - Rule 36: (Revised--effective September 1, 1949)

Employees released from duty and notified or called to perform service 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 rate of time and one-half for two (2) hours forty (40) minutes work or less. If held on duty more than two (2) hours forty (40) minutes they will be paid at the rate of time and one-half computed on actual minute basis. The time of employees, when notified in advance, will begin at the time required to report and end when released at designated point at home station. The time of employees called to report at once will begin at the time called and end at the time they return to designated point at home station.

Time worked in advance of and continuous with regularly assigned hours shall be computed on actual minute basis and paid for at the rate of time and one-half with a minimum of one (1) hour.

Subject to Call- - Rule 37: (Revised--effective January 16, 1948)

(a) Signal maintainers assigned to regular maintenance duties, recognizing the possibility of emergencies in railway operation, shall notify the train dispatcher on their division where they may be called and will respond promptly when called.

(b) For the purpose of relieving such employees from being subject to call every Sunday and holiday, each Signal Supervisor will prepare a schedule, on an annual basis (subject to change from time to time as positions are established or abolished) for the territory over which he has supervision, designating the Sundays and the seven holidays named in Rule 31 on which signal maintainers filling the positions so designated shall be held subject to call under this rule.

"When one of the seven designated holidays falls on Saturday or Monday, the schedule will be arranged, so far as practicable, for the same employe to be held subject to call on such Sunday and holiday.

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(d) **Employees** held subject to call under this Rule 37 and called for service will not be confined to work on any particular section or territory, except they will be confined to their own seniority district but this shall not prevent their being used on another seniority district in an emergency. The scheduling of **employees** to be held subject to call will not prohibit the use of other **signal employees** on Sundays and holidays when employees held subject to call need assistance or because of circumstances beyond their control cannot respond promptly when called. Other **employees** so used will be paid as provided in this agreement, but the utilization of employees not scheduled to be held subject to call under this rule, will not disturb the schedule set up for **employees** held subject to call on Sundays and holidays.

(e) **Employees** held subject to call on Sundays and holidays under this rule shall be paid for a minimum of four (4) hours at pro rata rate for the Sunday or holiday on which held subject to call, and, in addition, if called for service during the hours held subject to call, will be paid for such service so performed as provided in Rule 36."

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After a thorough review of the record, the Board finds that the rules cited simply do not support Petitioner's claim, and, therefore, 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 January 1977.