

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **23229**
Docket Number SG-22603

James F. **Scearce**, Referee

(Brotherhood of **Railroad** Signalmen
PARTIES TO DISPUTE: (
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood
of Railroad Signalmen on the Chicago and North
Western Transportation Company:

Claim No. 1

(a) On June 23, 24, and July 9, 1977, the carrier
violated the current Signalmen's **Agreement**,
Particularly Rule 16, concerning the checking
out and checking in for Signal **Maintainers** as
per instructions issued by Signal Supervisor
Freund in his letter to **all** Signal **Maintainers**
dated June 22, 1977.

(b) **Following** dates and times made part of this
claim,
June 23, 1977 4 hours 45 minutes'.
June 24, 1977 4 hours 30 minutes.
July 9, 1977 **12** hours
Total of 21 hours 15 minutes.

(c) Carrier now be required to compensate former
Signal **Maintainer** J. R. **Lanz formerly** located
at Glen **Ellyn, Ill.** now a supervisor on the
Iowa Division at his applicable overtime rate
of pay **for** all time held on a standby basis
for the dates and times listed above.

"Claim No. 2

- (a) On June 25, 26. July 2, 3, 4, 9, and 10, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following is the dates and times made part of this claim
- | | |
|---------------|----------------------------|
| June 25, 1977 | 1 hour. |
| June 26, 1977 | 10 hours. |
| July 2, 1977 | 8 hours. |
| July 3, 1977 | 8 hours. |
| July 4, 1977 | 5 hours 30 minutes. |
| July 9, 1977 | 13 hours. |
| July 10, 1977 | 12 hours. |
| Total of | <u>57</u> hours 30 minutes |
- (c) Carrier now be required to compensate Leading Signal Maintainer T. A. Cross at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 3

- (a) On June 27, July 1, 2, 3, 4, 8, and 10, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16. concerns the checking out and checkino in for Signal Maintainers-as per instructions issued by-signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim
- | | |
|---------------|----------------------------|
| June 27, 1977 | 4 hours. |
| July 1, 1977 | 2 hours 30 minutes |
| July 2, 1977 | 8 hours. |
| July 3, 1977 | 8 hours. |
| July 4, 1977 | 5 hours 30 minutes |
| July 8, 1977 | 8 hours 30 minutes |
| July 10, 1977 | 4 hours. |
| Total of | <u>40</u> hours 30 minutes |
- (c) Carrier now be required to compensate Signal Maintainer W. R. Voddan located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

"Claim No. 4

- (a) On July 24, and July 26, 1977. the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim
July 24. 1977 5 hours.
July 26, 1977 4 hours.
Total of 9 hours:
- (c) Carrier now be required to compensate Leading Signal Maintainer T. A. Cross, located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 5.

- (a) On July 24, and July 25, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16 concerning the checking out and checking in for Signal Maintainers as per instructions issued by Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim
July 24. 1977 4 hours.
July 25, 1977 4 hours.
Total of 8 hours.
- (c) Carrier now be required to compensate Signal Maintainer W. R. Vodden. located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

"Claim No. 6.

(a) On August 5, 6, 7 and August 13, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.

(b) Following dates and times are made part of this claim
August 5, 1977 7 hours 30 minutes
August 6, 1977 3 hours
August 7, 1977 6 hours.
August 13, 1977 8 hours
Total of 24 hours 30 minutes

(c) Carrier now be required to compensate Leader Signal Maintainer Thomas Cross, located at West Chicago, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

Claim No. 7

(a) On August 6, 7, 12, 17, and 21st, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16 concerning the checking out and checking in for Signal Maintainers as per instructions-issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.

(b) Following dates and times are made part of this claim
August 6, 1977 8 hours.
August 7, 1977 5 hours 30 minutes
August 12, 1977 8 hours
August 17, 1977 6 hours
August 21, 1977 9 hours
Total of 36 hours 30 minutes

(c) Carrier now be required to compensate Signal Maintainer W R. Vodden located at Glen Ellyn, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

"Claim No. 8.

- (a) On September 3, 4 and 5, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim
September 3, 1977 12 hours
September 4, 1977 12 hours
September 5, 1977 12 hours
Total of 36 hours
- (c) Carrier now be required to compensate Signal Maintainer T. R. Hobbs located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis and times listed above.

Claim No. 9

- (a) On July 30, 31 and August 1, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim
July 30, 1977 6 hours 10 minutes
July 31, 1977 20 hours 20 minutes
Aug. 1, 1977 7 hours
Total of 33 hours 30 minutes
- (c) Carrier now be required to compensate Leader Signal Maintainer W. G. Myers, located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claims 8 and 9: Carrier file: 79-1-46.

"Claim No. 10

- (a) On December 24, 25, 26 and 27, 1977, the carrier violated the current Signalmen's Agreement particularly, **Rule 16**, concerning the checking out and checking in for signal maintainers as per instructions issued by Signal **Suprv. Freund** in his letter to all **signal** maintainers dated June 22, 1977.
- (b) Following dates and times are wade part of this claim.
- | | |
|-------------------|---------------------|
| December 24, 1977 | 7 hours 45 minutes |
| December 25, 1977 | 24 hours |
| December 26, 1977 | 24 hours |
| December 27, 1977 | <u>7</u> hours |
| Total of | 62 hours 45 minutes |
- (c) Carrier now be required to compensate leader **Signal** Maintainer W. G. Myers, located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 10: Carrier file: **79-1-47."**

OPINION OF BOARD: By **means** of Award 22787, the Board dealt with the matter brought to it by Docket SG-22603. Essentially, it involved the issuance by the Carrier of a directive which this Board concluded limited **the** application of Rule 16(a) of **the** Agreement in effect **between** the parties. This **Rule** required **employees** covered by the **terms** of the Agreement to routinely advise the appropriate supervisor **where** they might be reached after their departure from the facility after **their** regular shifts. **The** purpose was to ensure availability of qualified signalmen in case of emergency. The aforementioned directive, issued unilaterally by the Carrier, required that at least one such **employee** not check out on any given **weekend** and **indicate** where he might be **reached** that weekend. This Board affirmed the Organization's contention that such action constituted what might be considered **standby** status for the affected employee and that such directive is contrary to the clear intent of Rule 16(a).

The Carrier expresses **great** concern **over** the potentiality of not being able to respond to an emergency situation by the non-availability of qualified **employees**; it cites Award 20831, an incident on this property

between these same parties, where the Carrier encountered a refusal of the only available employe to **come** in on an emergency. This Board recognizes the gravity of such a situation **and finds** no fault with the Award. ~~It~~ is clear that the Carrier must be able to call upon its employes **on emergencies and that such employes may not refuse** a reasonable request **in** that regard; Rule 16(a) anticipates as **much and** where any employe arbitrarily refuses such an order, he **may** have to stand the penalty of **discipline**. H-r, this Board does not have the authority to alter the provisions of the Agreement and we reiterate our conclusion that the Carrier's initiative was contrary to **Rule 16(a)**, inappropriately limited **the** movement of such affected employes and, as a result, exacted a benefit to itself at the price of such employes' **flexibility**. Such loss is properly answered by compensation as **follows**:

1. **Claimants** held subject to call for sure than **12** hours **shall be** compensated for **12** hours at their straight time rates in effect at that time.
2. Claimants held **subject to call** for less than **12** hours **but more than 4** hours **shall be** compensated for such hours at **their** straight time rates in effect at that **time**.
3. **Claimants** held subject to call for less than 4 hours shall **be** afforded a call at **their** appropriate rates in effect at that time.

This shall fully dispose of this dispute.

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 Employes involved in **this** dispute are respectively Carrier and Employes 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.

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Claim sustained in **accordance with** the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: _____

A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this **16th** day of **March 1981**.

