

OT - pay @ OT rate  
half signal not emerg

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Award No. 31428  
Docket No. SG-32086  
96-3-94-3-477

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Consolidated Rail Corporation

STATEMENT OF CLAIM:

"Claims on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (CONRAIL):

Case No. 1

Claim on behalf of J.T. Brewer for payment of three hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'P', when it failed to assign the Claimant to perform overtime service on his assigned section on October 23, 1992.

Case No. 2

Claim on behalf of J.T. Brewer for payment of three hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'P', when it failed to assign the Claimant to perform overtime service on his assigned section on October 26, 1992.

Case No. 3

Claim on behalf of J.T. Brewer for payment of three hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Appendix 'P', when it failed to assign the Claimant to perform overtime service on his assigned section on November 2, 1992."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant held a signal maintainer's position with headquarters at Ann Street in Philadelphia, Pennsylvania. Claimant resided in Conawingo, Maryland, approximately 70 miles from his headquarters.

The November 16, 1978 Agreement, Appendix P, sets the guidelines for calling maintainers for overtime work. Paragraph 5 of the Agreement requires maintainers to be able to report to their headquarters within one hour of the call. Even though the Claimant could not meet this requirement, a point the Organization never challenged, the signal supervisor agreed to add the Claimant to the overtime list. The Carrier argues this was done because there were several locations on the Claimant's assigned territory that could be reached within an hour. The record is void of any written record as to what locations the Claimant was to be called for overtime work.

All three of the cases before this Board involve the calling of a signal maintainer other than the Claimant to perform overtime at Penrose, Pennsylvania, a location on the Claimant's assigned territory.

While the Carrier argues that the Claimant lives too far from the headquarters to be called for the work in question, there is no argument that the Signal Supervisor permitted the Claimant's name to be placed on the overtime list. In accordance with the Agreement, once an employee is placed on the overtime list, the employee is entitled to be called. In this case it was not done.

The Carrier further argues that an emergency existed and as such had the right to call a maintainer who could correct the condition as soon as possible. The record indicates there were problems with various pieces of signal equipment on the dates in question. However, the Carrier failed to indicate how it affected the movement of trains. The failure of a piece of signal equipment does not necessarily mean train movement ceases, creating an emergency.

While under the terms of the Agreement the Claimant properly could be left off the overtime list, he was not. Therefore, Claimant is entitled to the overtime work. This Board finds the Carrier violated the Agreement when it failed to call the Claimant.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 21st day of March 1996.