

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 32793
Docket No. SG-32148
98-3-94-3-561**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Belt Railway Company (BELT):

Claim on behalf of C.J. Jacob for payment of a total of 14 hours at the time and one-half rate and on behalf of J. Espana for payment of seven hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rules 17(a) and 67(b), when it used road maintainers instead of the Claimants to assist with work at the hump on seven occasions from June 26 to July 30, 1993. General Chairman's File No. 93-48-BRC. BRS File Case No. 9497-BELT."

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 were given due notice of hearing thereon.

At the heart of the dispute in the instant case are Rules 17 (a) and Rule 67(b) of the Agreement between the Parties. Those Rules read in pertinent part as follows:

"RULE 17(a)

1. When extra or overtime work not covered by Rule 48 and not continuous with regular assignments, is required in connection with the Hump signal equipment due to failure emergencies such as, but not limited to derailments, show storms, floods, etc., regularly assigned Hump Maintainers will be called first, and then, signal gang members will be called and then Road Maintainers for such work in seniority order. Finally, by signal employees in seniority order.

* * *

RULE 67(b)

(b) Memorandum of Agreement - Effective November 9, 1961.

This will supersede my letter of October 23, 1961, concerning the changes proposed by you on October 13, 1961, re bulletins No. 61-5 and 61-6:

We agreed to change the assigned territory to read:

from:- System

to :- System, excluding Hump

It was understood and agreed that when unusual situations arise that require the use of men assigned to system maintenance to assist on the Hump, they may be so used without penalty by agreement between the Company's and Employee's representatives."

The contract language in the above-referenced provisions is clear. The Board has reviewed the record in the instant case and, absent Carrier's showing that there were unusual circumstances, it was bound to call Hump Maintainers in accordance with Rule 17(a) before calling Road Maintainers to perform the work at issue.

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 23rd day of September 1998.