Award No. 11606
Docket No. SG-10980

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Chicago, Burlington and Quincy Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, especially rules 4 and 18, when it caused and allowed Lead Signal Maintainer E. J. Rimestad to correct signal trouble on November 5 and 8, 1957, on the signal maintenance territory assigned to Signal Maintainer L. J. Stromer and on November 9, 1957, on the signal maintenance territory assigned to Signal Maintainer V. F. Walter.

(b) The Carrier now compensate L. J. Stromer for two hours and forty minutes for the violation on November 5, and for one hour for the violation on November 8, and also compensate V. F. Walter for two hours and forty minutes for the violation on November 9, all at the punitive rate. [Carrier's File S-52-58]

EMPLOYES' STATEMENT OF FACTS: Prior to November 5, 1957, L. J. Stromer has been regularly assigned to the position of Signal Maintainer with headquarters at Baird Tower, V. F. Walter had been regularly assigned to the position of Signal Maintainer with headquarters at B Tower, Hump Yard, and L. J. Rimestad had been regularly assigned to the position of Leading Signal Maintainer with headquarters at Hall Tower. These three positions are within the Lincoln Terminal, Lincoln, Nebraska. Leading Signal Maintainer Rimestad has jurisdiction over the other two Maintainers in the Lincoln Terminal, but he maintains his own assigned territory. Signal Maintainers Stromer and Walter maintain their respective assigned territories and submit their own periodical reports such as time rolls, requisitions for supplies, etc.

On November 5, 1957, about 7:45 P.M., Leading Signal Maintainer Rimestad was called by the Carrier to investigate signal trouble at Baird Tower, which is on the territory regularly assigned to Signal Maintainer Stromer. Inasmuch as this call was in violation of Agreement Rules 4 and 18, Signal Maintainer Stromer submitted Form 2707-Revised (Statement of Overtime Worked), for two hours and forty minutes at the punitive rate. A similar incident occurred on November 8, 1957, and Signal Maintainer Stromer again submitted Form 2707-Revised, for one hour at the punitive rate. On November 9, 1957, a similar incident again occurred, this time on the territory regularly

OPINION OF BOARD: Petitioner asserts that Rule 18 (entitled "Subject to Call") of the effective Agreement was violated when on claim dates the Leading Signal Maintainer was called and used to perform service on what is alleged to have been the assigned territories of these Claimants.

Rule 18 reads:

"SUBJECT TO CALL

Rule 18. Employes assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the Management where they may be called. When such employes desire to leave their home station or section, they will notify the person designated by the Management that they will be absent, about when they will return, and when possible, where they may be found. Unless registered absent, regular assignee will be called."

Claimants were not registered absent; hence, according to Petitioner, should have been called to perform the service.

Rule 4 is also cited by Petitioner but has no application here. It merely describes the classifications of "Leading Signal Maintainer" or "Leading Signalman" and places a limit (5) on the number of employes the occupant of the position is to supervise.

What the Board does consider significant and controlling here is that in 1950 these parties agreed that the senior man on Lincoln Terminal would answer all calls; that in 1953 the assigned territories of both Claimants and of the Leading Signal Maintainer encompassed all of Lincoln Terminal; that the Leading Signal Maintainer was senior to these Claimants at the time of the call; and that he had been the regular assignee in all of the territory for many years, during which period he had been called to perform emergency service thereon from time to time under Rule 18.

In view of the foregoing, the Board finds that neither past practice nor the language of Rule 18 supports this claim. It will, therefore, 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 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July, 1963.