

Award No. 11670

Docket No. SG-11204

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jim A. Rinehart, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly Rule 18(a), when it failed to call Signal Maintainer J. D. Pearson and Signal Helper C. W. Vaughn, with assigned headquarters at Madisonville, Kentucky, for service on their regular assigned signal maintenance territory on November 24, 1957.

(b) The Carrier now compensate Signal Maintainer J. D. Pearson and Signal Helper C. W. Vaughn for an amount of time at their respective overtime rates equal to that amount of time used by Signal Maintainer Wood and his Signal Helper in performing the work on Signal Maintainer Pearson's and Signal Helper Vaughn's assigned territory on November 24, and 25, 1957. [Carrier's File: G-357-18; G-357]

EMPLOYEES' STATEMENT OF FACTS: Signal Maintainer J. D. Pearson and Signal Helper C. W. Vaughn are the regular assignees to the signal maintenance territory with assigned headquarters at Madisonville, Kentucky.

Signal Maintainer Pearson and Signal Helper Vaughn were assigned a vacation period of November 18 through November 22, 1957, and, accordingly, took their vacations during that period. At 6:00 P. M. on Sunday, November 24, 1957, signal trouble occurred on the signal maintenance territory assigned to Signal Maintainer Pearson and Signal Helper Vaughn, and the Carrier called Signal Maintainer Wood and his Signal Helper from the Sebree, Kentucky, signal maintenance territory to make the necessary repairs. Signal Maintainer Wood and his Helper worked until 4:00 A. M. on November 25, 1957, in clearing the trouble.

Signal Maintainer Pearson and Signal Helper Vaughn were not registered off call on November 24, 1957, and protested to Local Chairman W. P. Reynolds the Carrier's action in not calling them for the work on their assigned signal maintenance territory.

"Signed at Louisville, Kentucky, this 1st day of July, 1958.

FOR THE EMPLOYEES:

/s/ Tom McCamy
General Chairman, B.R.S.A.

FOR THE LOUISVILLE AND NASHVILLE
RAILROAD COMPANY:

/s/ W. S. Scholl
Director of Personnel."

The negotiation of the above agreed-to understanding shows conclusively that it was recognized by the parties that the practice followed on the various supervisors' territories was not uniform.

Carrier, therefore, submits that in view of the fact the practice had varied, coupled with the fact that an agreed-to understanding was negotiated July 1, 1958, in order that there would be a uniform understanding in the future, there is no basis for the claim and same should be denied.

All matters referred to herein have been presented, in substance, by the carrier to representatives of the employees, either in conference or correspondence.

(Exhibits Not Reproduced.)

OPINION OF BOARD: There is no disagreement between the parties as to the basic facts. Claimants at the time involved were assigned as Signal Maintainer and Helper respectively with headquarters at Madisonville, Kentucky. They were assigned a vacation period November 18 to 22, 1957. The Maintainer and Helper from the adjoining territory were called about 6:00 P. M., Sunday, November 24, 1957, to look after trouble on Claimants' territory, working until 4:00 A. M., November 25.

The parties agree that the basic question to be answered is the time and date that the Claimants' vacation ended insofar as their right to be called under Rule 18 (a) is concerned.

Rule 17 (c) and agreed interpretation of December 24, 1953, reads as follows:

"(c) After 16 hours of actual service in any 24-hour period, all subsequent service within that period shall be paid for at double time rate until relieved. The 24-hour period is computed from the beginning of the employees' regular starting time, any rest day or holiday time accruing under this rule to be figured on the same basis as on a regular work day. An employe on double time at the start of his regularly assigned shift may, if possible, be released from the emergency which required his service or other emergency service which developed after he was called. When so released he shall work his regular shift at straight time rate. When not so released from emergency service he shall continue on the double time rate until relieved from duty."

Interpretation:

"December 24, 1953.

"Rule 17(c) of the Signalmen's agreement states—

"The 24-hour period is computed from the beginning of the employee's regular starting time, any rest day or holiday time accruing under this rule to be figured on the same basis as on a regular work day."

"Although this rule applies to overtime, it does specify the hours which constitute a day. Since we already have this interpretation the same period should apply to vacation time."

Rule 18(a) reads as follows:

"Employees assigned to or filling maintenance positions will notify the management where they may ordinarily be called. If on specific occasions they desire to be off call, they will so advise the person designated for the purpose. Unless registered off call, they will be considered as available and will be called for service to be performed on their assigned territory and will respond as promptly as possible when called."

The interpretation dated December 24, 1953, is quite clear. Since the Claimant's vacation period was five days (November 18 to 22, 1957), we find that the vacation started at 7:00 A. M., November 18, 1957 and ended at 7:00 A. M., November 23, 1957. Thereafter, the Claimants were entitled to call under Rule 18 (a).

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 5th day of August 1963.