

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Lee R. West, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, particularly the Classification Rules, when on May 31, 1959, it called and used Signal Testman R. J. LaFoe to repair a case of signal trouble on the El Reno, Oklahoma, signal maintenance territory.

(b) The Carrier therefore be required to compensate Mr. D. L. Lanfier, Signal Maintainer, with assigned headquarters at Hennessey, Oklahoma for four (4) hours and five (5) minutes at punitive rate of pay, the amount of time involved in the violation cited in part (a).

[Carrier's File: No. L-130-164]

EMPLOYEES' STATEMENT OF FACTS: Mr. W. L. Stickley is the regular assigned Signal Maintainer for this Carrier with assigned headquarters at El Reno, Oklahoma. Mr. Stickley's Signal Maintainer position is classified under Rule 5 of the current Signalmen's Agreement and he is assigned to a specific signal maintenance territory.

On May 31, 1959, signal trouble developed on Signal Maintainer Stickley's assigned maintenance territory at the north end of Okarche Passing Track. Signal Maintainer Stickley was not available to answer the call as he was registered as absent under the provisions of Rule 19 of the current Signalmen's Agreement. The Carrier made no attempt to call another Signal Maintainer to go and repair the trouble on Signal Maintainer Stickley's territory, but did call Signal Testman R. J. LaFoe at 7:55 P.M. to report for duty and required him to repair the trouble.

In view of the fact that the Carrier failed to call an employee of the Signal Maintainer classification to repair the trouble on Signal Maintainer Stickley's assigned signal maintenance territory, General Chairman R. A. Watkins filed a claim in behalf of Signal Maintainer D. L. Lanfier who was

If the Carrier's position in this dispute were to be sustained, the Classification Rules of the Signalmen's Agreement would become a mere paper agreement without any force or effect, and the Carrier could assign its signal employees from one type of work to another with impunity.

In conclusion, the Brotherhood submits that the provisions of the Signalmen's Agreement and the facts in the record support our position in this dispute. We respectfully request your Board to so hold and sustain the claim in its entirety.

CARRIER'S STATEMENT OF FACTS: On May 31, 1959, an insulated joint was short-circuited at north end of Okarche, Oklahoma passing track. The regular signal maintainer (W. L. Stickley), headquarters El Reno, Oklahoma, it is agreed was not available for call as he had registered as "absent" under Rule 19. The claimant, D. L. Lanfier, headquarters at Hennessey, Oklahoma, not on territory on which Okarche is located, also checked out as absent on that date under Rule 19. Accordingly, as this created an emergency situation, a signal testman, covered by the current agreement, was used to correct the condition.

An Agreement between the Carrier and the employees of the Carrier, represented by the Brotherhood of Railroad Signalmen of America, bearing an effective date of July 1, 1952, is on file with your Board and by this reference is made a part hereof.

POSITION OF CARRIER: Rule 1 of the applicable Signalmen's Agreement of July 1, 1952 reads:

"RULE 1—SIGNAL TESTMAN

An employe who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances, apparatus, circuits, and appurtenances, but who may perform any Signal Department work, shall be classified as a Signal Testman." (Emphasis ours.)

It is the carrier's position that this rule is clear and unambiguous and, as per the language emphasized, Signal Testmen may perform any Signal Department work and in so doing there is no violation of any rule of the agreement.

Without relinquishing our position as above, we call the Board's particular attention to the fact that it is agreed neither the regular maintainer (Stickley) nor the adjacent maintainer, the claimant (Lanfier) was available on May 31, 1959, as both had registered absent under Rule 19 of the agreement.

Again without relinquishing our position as above, we submit that the claimant, who was not even assigned to the territory involved, was not available for work on May 31, 1959 at the time the work involved was performed, and hence he was not injured in any respect even if the claim had merit, which we deny, and in no event would he be entitled to pay for time not worked much less at penalty rate for work not performed.

We submit on the basis of the facts in this case there was no violation of the agreement and we respectfully request denial of the claim.

OPINION OF BOARD: This claim arises on behalf of D. L. Lanfier, Signal Maintainer at Hennessey, Oklahoma because Carrier called Signal

Testman R. J. LaFoe of El Reno, Oklahoma to repair signal trouble at El Reno, Oklahoma. At the time the signal trouble developed, May 31, 1959, the regular Signal Maintainer for the El Reno, Oklahoma District (W. L. Stickley) was registered absent. The Brotherhood contends that Carrier is required by the agreement involved to call a Signal Maintainer from the adjoining district rather than the Signal Testman when the regular Signal Maintainer is registered absent.

Carrier asserts that it was authorized to assign the repair work involved to the Signal Testman by Rule 1 of the agreement, which reads:

"RULE 1—SIGNAL TESTMAN

An employe who is regularly assigned to and whose principal duties are the inspection and testing of signal appliances, apparatus, circuits, and appurtenances, but who may perform any Signal Department work, shall be classified as a Signal Testman."
(Emphasis ours.)

In addition, Carrier points out that the Claimant was also registered absent at the time the Signal Testman was called to do this repair work.

In Award 10766 (Russell) this Board considered a case between these same parties which arose on the same property. There the Board held that the calling of the regularly assigned Signal Testman to repair signal trouble when the regularly assigned Signal Maintainer was registered absent did not constitute a violation of the agreement.

Under the circumstances above recited and in view of the prior decision of this Board, we hold that the agreement has not been violated.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1964.