



Award No. 14855
Docket No. SG-13200

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

CHICAGO, ROCK ISLAND & 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 when, on December 1, 1960, it failed to call Signal Maintainer E. M. Rizzuto to correct a signal failure which occurred outside his regular assigned working hours on his regular assigned territory.

(b) The Carrier be required to compensate Maintainer Rizzuto for a minimum call time (two hours and forty minutes at the time and one-half rate) at the punitive rate of pay account of the violation outlined in paragraph (a) herein. [Carrier's File: L-130-213]

EMPLOYEES' STATEMENT OF FACTS: At 11:53 P. M., December 21, 1960, there was a signal failure on the Carrier's South Chicago Line. Signal Maintainer E. M. Rizzuto, Claimant in this dispute, should have been called to correct this trouble which created an emergency delaying three passenger trains. Rule 19 in the current Signalmen's Agreement provides that the regular assigned employee, unless registered absent, will be called when emergencies arise.

However, Mr. Rizzuto was not called to correct the signal failure which went uncorrected until shortly after Mr. Rizzuto was notified at 8:15 A. M. on December 22, 1960 that a trouble condition existed at the signal in question.

In view of this violation, Local Chairman W. F. Berneking filed a claim for two hours and forty minutes at the overtime rate of pay on behalf of Claimant Rizzuto with Signal Supervisor R. S. Carle on January 28, 1961. See Brotherhood's Exhibit No. 1.

Under date of February 16, 1961, Signal Supervisor Carle wrote Local Chairman Berneking that the claim was denied. In this letter, Mr. Carle failed to state a reason for denying the claim. See Brotherhood's Exhibit No. 2.

the management of their regular point of call. When such employees desire to leave such point of call for a period of time in excess of three (3) hours, 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, the regular assignee will be called."

4. Rule 18 reads, in part:

"CALLS

Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum of two (2) hours and forty (40) minutes at rate of time and one-half, and when held on duty longer than two (2) hours and forty (40) minutes, time will be computed on actual minute basis and paid for at the rate of time and one-half. Time of Employees so notified prior to release from duty will begin at the time required to report and end when they return to designated point at headquarters. Time of employees called will begin at the time called and end at the time they return to designated point at headquarters."

OPINION OF BOARD: At 11:53 P. M., December 21, 1960, there was a signal failure on Carrier's South Chicago Line. According to Brotherhood, this created an emergency which delayed three passenger trains. The trouble was fixed by the replacement of a bulb by Claimant at the beginning of his regular tour of duty next morning. Brotherhood claims that, under Rule 19 of the Agreement, Carrier should have called Claimant to fix the trouble immediately when the trouble was found. Brotherhood also claims that Claim must be allowed even without consideration on its merits under Article V, Section 1(a) of the August 21, 1954 Agreement because Carrier failed timely to state a reason for denying the claim during its processing on the property.

Carrier's letter of February 16, 1961, less than one month from date of the filing of the Claim, includes reasons for denying the Claim which satisfy the requirements of Article V, Section 1(a). We will consider the Claim on its merits.

On the property Carrier explained in detail that three trains had not been delayed as claimed by Brotherhood; and Brotherhood did not rebut this.

We find that there is nothing in Rule 19 which requires that an employee will be called at any particular time under the circumstances set forth above. Thus, under the circumstances, Carrier was not required by the rules to call him immediately when the trouble was found.

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 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 14th day of October 1966.