



Award No. 15374
Docket No. SG-14535

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958 including revisions), particularly Rules 16 and 70.

(b) Mr. R. G. Bringuel be paid three (3) hours and fifteen minutes for August 27, 1962, at his overtime rate of pay—a total of \$13.61. [Carrier's File: SIG 148-85]

EMPLOYEES' STATEMENT OF FACTS: Claimant Bringuel is a Signal Maintainer assigned to maintain a specific territory. On August 27, 1962, the Carrier called Mr. F. C. Adamsky, to whom it refers as Crossing Gate Maintainer (a classification not in the Signalmen's Agreement), to clear signal trouble on Mr. Bringuel's assigned signal maintenance territory. Mr. Adamsky discovered that the trouble was due to high resistance signal bonds in a track circuit, and replaced them.

This dispute is based on the contentions that Mr. Bringuel is the regular assigned Signal Maintainer on the signal maintenance territory on which the disputed work was performed, that he was not registered absent and should have been called in accordance with Rule 16 of the Signalmen's Agreement and, that as a result of Carrier's action, he suffered a loss of earnings (three hours and fifteen minutes at the overtime rate) for which he should be reimbursed under Rule 70.

Mr. Bringuel submitted an overtime report dated August 27, 1962, claiming three hours and fifteen minutes overtime pay for the period from 3:15 to 6:30 A. M. In denying the claim, the Signal Supervisor stated that the gates were not working properly, that Mr. Adamsky maintains the gates, and that there was no reported signal trouble.

On October 1, 1962, the Brotherhood's Local Chairman presented a claim on behalf of Mr. Bringuel to the Carrier's Superintendent. That claim is

By letter dated October 12, 1962 (Carrier's Exhibit B), Carrier's Division Superintendent denied the claim, stating, in effect, that Signalman Adamsky was a qualified signalman and, as such, was properly used for the performance of signalmen's work.

By letter dated October 22, 1962 (Carrier's Exhibit C), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated December 19, 1962 (Carrier's Exhibit D), the latter denied the claim. Copy of General Chairman's letter of January 4, 1963, rejecting that decision, is attached as Carrier's Exhibit E.

(Exhibits not reproduced.)

OPINION OF BOARD: On August 22, 1962, Mr. F. C. Adamsky, a Signalman, received a call on his off-duty hours from the Chief Dispatcher's Office to correct a difficulty at the crossing gate at Holly Street, San Carlos, California. Mr. Adamsky found that the cause for the gate remaining in a down position resulting in blocking street traffic, was high resistance bonds used in the track circuit. He changed the bonds, thereby correcting the trouble.

Mr. R. G. Bringuel, a Signal Maintainer, assigned to signal maintenance work in this territory, contends that Carrier violated "Subject to Call" Rule 16 when it failed to call him to change the bonds. He maintains Carrier had a responsibility to call him, the regular assigned employee, who was on his off duty hours, since he was the employee assigned to maintenance duties on the territory and he had not registered absent. He requests payment in accordance with Rule 70.

Carrier denies the claim with the assertion that under Rule 5 either a Signalman or a Signal Maintainer may perform work generally recognized as signal work outlined in the scope of the Agreement. It also takes the position that Rule 16 does not make a distinction between a Signalman and Signal Maintainer. Under this Rule both Signalman Adamsky and Claimant, were subject to call.

The record indicates that Mr. Adamsky's maintenance duties only involved highway or street crossing gates, whereas Mr. Bringuel's duties covered general signal maintenance in the territory. The nature of Mr. Bringuel's duties established him as "the employee assigned to regular maintenance duties" designated in Rule 16. Although Signalmen and Signal Maintainers may both perform "generally recognized signal work" under the classification Rule 5, the special Rule, Rule 16, which requires Carrier to call the regular assigned employee, applies. Inasmuch as Claimant Bringuel is the regular assigned employee not registered absent, Carrier had an obligation to call him.

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 of the parties 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 27th day of February 1967.