

Award No. 16331
Docket No. SG-17129

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, 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:

(a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 19, when, on July 17, 1965, in spite of the fact that Signal Maintainer E. M. Rizzuto had not registered absent and his wife advised the clerk who called for him that he would return in about 20 minutes, it failed and/or otherwise refused to call and use him for work on his regularly assigned territory.

(b) Carrier be required to allow Signal Maintainer Rizzuto two and eight-twelfths (2-8/12) hours' pay at the time and one-half rate. (Carrier's File: L-130-346 — General Chairman's File: AV-360.)

EMPLOYEES' STATEMENT OF FACTS: Mr. E. M. Rizzuto is regularly assigned as Signal Maintainer with headquarters at Blue Island, Illinois. He works from 8:00 A.M. to 5:00 P.M. with an hour for lunch and Saturday and Sunday as rest days.

On Saturday, July 17, 1965, a transportation clerk called to report signal trouble. Mrs. Rizzuto answered the phone and told the clerk her husband had gone to the store and would be home in 20 minutes. In spite of this information the clerk neither called for Mr. Rizzuto at the store nor waited until he returned home and could return the call. Instead, a different Signal Maintainer was used for the work.

Mr. Rizzuto recognizes the possibility of emergencies in the operation of the railroad and had — in accordance with Rule 19 — notified Management where he could be reached by telephone. And despite the fact he intended in this instance to be away from home far less than the 3 hours stated in Rule 19, the Management was advised where he had gone and that he would return in 20 minutes.

4. However, upon telephoning claimant's home Carrier's crew clerk was advised by claimant's wife that Signal Maintainer Rizzuto was out at the store and would not return for at least twenty minutes. Therefore, Carrier immediately called another maintainer to correct the trouble and clear the crossing gates.

5. Claimant, Signal Maintainer E. M. Rizzuto claimed a two hour forty minute call at overtime rate of pay on July 17, 1965, on account Carrier calling another signal maintainer to perform overtime service on his territory when he was allegedly available under Rule 19 of the Signalmen's Agreement.

6. After Carrier declined claimant's time slip the Brotherhood presented the instant claim to Carrier.

7. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim as it is anticipated the Employees will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Organization's reproduction of such correspondence.

8. The time limits and progression of the instant dispute were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended.

OPINION OF BOARD: Rule 19 of the 1 July, 1952 Agreement requires that the assigned signal maintainer must be called by the Carrier in the event of an emergency. Its mandate in such particular reads as follows:

"... Unless registered absent, the regular assignee will be called."

Here, Claimant was called by Carrier to repair the signal gates that were malfunctioning at a busy crossing in Chicago. Claimant was not at home when Carrier called although he was expected to return in approximately twenty minutes. A cursory reading of the rule discloses that where Carrier made the call and ascertained that Claimant was not immediately available, it was not, in a situation such as this, obligated to wait until Claimant returned. Distinguish Award 10809 (Moore) where no call was made by Carrier but information obtainable had the call been made would have disclosed that Claimant was available.

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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1968.