



Award Number 17582

Docket Number SG-17075

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company (Union Railway Company) that:

- (a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 309, when it called Signal Maintainer D. R. Ryles instead of Signal Maintainer R. S. Call to perform work within the limits of Tower #17 Interlocking Plant at Memphis on January 26, 27, 29, and 31, 1966.
- (b) Carrier be required to compensate Messrs. Ryles and Call for 14.1 hours each at their overtime rates of pay. (Carrier's File: B 225-486)

EMPLOYEES' STATEMENT OF FACTS: Under date of October 20, 1958, this Organization established a collective bargaining relationship with the Union Railway Company of Memphis, Tennessee, by adopting the Agreement covering signal employees on the Western and Southern Districts of the Missouri Pacific Railroad Company, with certain specific changes. One such change was that there would be one seniority roster for the Union Railway Company covering two men who had been performing signal work on the Union Railway prior to that time. They were given a seniority date as Signalman of November 1, 1958, with C. V. Fleming No. 1 and D. R. Ryles No. 2. A copy of that agreement, effective November 1, 1958, is attached hereto as Brotherhood's Exhibit No. 9.

Under date of June 23, 1962, the parties cancelled the October 20, 1958 Agreement and extended the Missouri Pacific Agreement to cover the Union Railway Company, and dovetailed the names of Fleming and Ryles into the seniority roster of the Missouri Pacific, with the understanding that Messrs. Fleming and Ryles hold prior seniority rights to exercise seniority either by bidding or displacement to all bulletin positions on the Union Railway property. A copy of that Agreement is attached hereto as Brotherhood's Exhibit No. 10.

In a letter agreement dated February 19, 1965, following the acquisition of Memphis Union Station property by the Missouri Pacific, R. S. Call, former employe of Memphis Union Station Company, was given a service date on the Union Railway Company as of August 1, 1926, though his seniority date in Classes 4 and 5 as listed in Rule 401 would be April 7, 1964, as shown on the Signalmen's consolidated roster for the Missouri Pacific. It was also agreed that placing the letter "M" opposite Mr. Call's name on the seniority roster would signify that he shall have prior rights to a

However, the General Chairman, despite the uncontroverted evidence, replied as follows on October 13, 1966:

"October 13, 1966

Mr. Jesse Clark
President-BofRS
2247 W. Lawrence Avenue
Chicago, Illinois 60625

Dear Sir:

This letter refers to Case No. 2481 potential Board Case, Carrier's File: B-225-486.

My letter dated September 24, 1966, to Mr. B. W. Smith, Director of Labor Relations asking him for a letter confirming our Conference held on July 27, 1966. I was in St. Louis October 3, 4, and 5, 1966, discussing Claims with Mr. G. W. Johnson, Assistant Director of Labor Relations, at which time I again asked him to confirm our Conference of July 27, 1966, by letter, to this date I have not received confirmation of our Conference.

While in Mr. Johnson's office we did discuss this Claim again and at that time Mr. Johnson showed me a Bulletin that he received from Mr. Carpenter, Signal Supervisor, at Little Rock, Arkansas, with Supervision over the Memphis Terminal and territories involved in the Claim, this Bulletin showed two jobs advertised in Memphis Terminal as Signalmen, Mr. Carpenter also wrote on the Bulletin that R. S. Call was assigned. This is not a statement of facts.

I am enclosing a copy of an Agreement signed by former General Chairman F. E. Bush and Vice President Chandler concerning the status of Mr. R. S. Call. Carrier's File B-225-418, as you can see that Mr. R. S. Call was not assigned by Bulletin as claimed by Mr. Carpenter, but by Agreement which states Mr. Call presently assigned to the maintenance of the Interlocker plant located on Broadway, south of the Memphis Union Station, Memphis, Tennessee.

Fraternally Yours,

/s/ C. S. WARDEN

C. S. Warden

General Chairman, BofRS #72"

As may be seen, the Organization is contending that claimant R. S. Call is assigned only to the maintenance of the interlocker plant located on Broadway, south of the Memphis Union Station, Memphis, Tennessee.

10. After having failed to dispose of the dispute on the property, the Carrier, under date of April 5, 1967, received notice from the BRS President, Mr. Jesse Clark, that the claim and case would be submitted to your Honorable Board for adjudication.

(Exhibits Not Reproduced)

OPINION OF BOARD: Claimants herein are both Signal Maintainers. One is monthly rated, the other hourly rated. The assigned territory of both is the Union Railway Company at Memphis, Tennessee.

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The territory of the Union Railway Company at Memphis, Tennessee includes an electro-pneumatic interlocker which the hourly rated maintainer normally works on. However, on the dates of the claim herein, Carrier called the monthly rated employee to perform work on this interlocker which Organization contends violated Rule 309 of the Agreement, which in essence provides that unless registered absent, the regular assignee will, under the circumstances herein, be called to perform overtime work. The premise of the Organization's position in this connection is that the hourly rated employee is assigned to the interlocker.

We do not agree however. Both employees are assigned to Signal Maintainer positions covering the Union Railway Company territory which includes the interlocker. Therefore, either of these Signal Maintainers can work on the interlocker.

Consequently, the claim is denied.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of November 1969.