

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20155
Docket Number SG-19815

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Erie Lackawanna Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie Lackawanna Railway Company that:

(a) Carrier violated Rule 17 of the March 1, 1953 Agreement when it failed and/or refused to properly compensate employees of the Signal Department (Susquehanna Division) after calling them by Bell telephone to report for work on Thursday, December 10, 1970.

(b) Each and every one of the employees listed be paid 2 hours and 40 minutes at the time and one-half rate of the respective positions account violations cited in claim (a) above.

E. L. Lester	E. F. Sensel	R. Reese
J. L. Schultz	J. O. Card	R. H. Gans
R. D. Coon	R. H. Draxler	F. L. Hill
W. I. Neer	D. E. Tarkett	E. G. Hill
H. F. McDonnell	T. J. Crane	H. J. Overlander
G. R. Vaughn, Jr.	J. D. Smith	T. L. Kishbaugh
G. M. Begeal	H. R. Evans	T. A. Rohan
J. H. Lubbe	R. K. Kerr	J. H. Leach
H. Compisi	R. E. Clark	R. W. Lefler
R. R. Donovan	G. A. McElroy	J. V. Mroz
H. A. Kellogg	G. E. Mallery	R. Parks
L. G. Potter	L. J. DeLarco	S. E. Gerel
W. L. Wade	W. H. Barnes	T. Gibbs
G. E. Kinney		

(Carrier's File: 188-Sig.)

OPINION OF BOARD: This dispute is based on the nationwide railroad strike by BRAC, BMWE, H&RE, and UTU which began at 12:01 A.M. on December 10, 1970. Pursuant to the four Organizations' strike call, Carrier issued a bulletin on December 9, 1970, discontinuing positions of all crafts if the strike materialized. The four Organizations went on strike at 12:01 A.M. on December 10th and about four hours later Carrier obtained a restraining order against the strike. At about 5:00 A.M. that morning, supervision began calling employees telling them that the strike was officially ended and that they could report for work at their regular assignments at their regular starting time. BRAC refused to obey the court order and continued to maintain picket lines for the balance of the day which employees refused to cross. Petitioner alleges that the Claimants reported for work as instructed but found that the strike emergency was not over.

The Organization contends that Carrier violated Rule 17 of the Agreement when it required Claimants to report for work and refused to compensate them for reporting. It is argued that Claimants had to report for work as instructed or risk a charge of insubordination. Petitioner further asserts that Carrier should not be permitted to call employees outside regular working hours to report for work and not compensate them for a call after they have reported. Rule 17 reads in pertinent part:

"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 allowance of two (2) hours and forty (40) minutes at the overtime rate...."

The language of Rule 17 quoted above seems clear and unambiguous. Further, the meaning of Call Rules such as this is well established and well understood. Such a rule literally means that when an employee has been released from work and is called to work and does report for duty outside of established hours, he must be paid not less than a minimum "call" as provided in the rule. In the dispute before us, Claimants were not called to perform work outside of regular working hours but on the contrary were asked to report at their regular starting time. Without speculating on alternatives available to the Organization, the reliance on Rule 17 in this case seems entirely inappropriate; the Rule does not support the Claim. For this reason the Claim must be 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:

A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1974.