

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20873
Docket Number SG-20696

Dana E. Eischen, Referee

PARTIES TO DISPUTE: { Brotherhood of Railroad Signalmen
{ (St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company:

On behalf of C. D. Bradshaw, Signal Maintainer, Tulsa, Oklahoma, for 13.4 hours' overtime pay, and G. W. Lewis, Signal Maintainer, Tulsa, Oklahoma, for 9.4 hours' overtime pay, and 4 hours straight-time pay, account work performed on August 19, 1972, by an official not covered by the Signalmen's Agreement, in violation of the Scope, Classification, and other provisions of that Agreement.

OPINION OF BOARD: Claimants each are Signal Maintainers with assigned territories in the vicinity of Tulsa, Oklahoma. On Saturday, August 19, 1972 Carrier was notified of trouble and malfunctioning of the lift span on the Arkansas River Bridge at Van Buren, Arkansas, a point some 120 miles southeast of Tulsa, Oklahoma. The Signal Maintainer whose territory encompasses the bridge had been called out on a distant repair job and accordingly was not available to respond to the problem on the Arkansas River Bridge. At 2:00 a.m. on August 19, Communication & Signals Supervisor J. R. Lee called Claimant C. D. Bradshaw to cover the trouble at the bridge.

Lee picked up Bradshaw in a company automobile, they loaded the car with tools and materials, and Lee drove to the bridge at Van Buren, Arkansas. Upon arrival, they determined that the trouble was caused by damage to conduit and track wires from dragging equipment. After obtaining necessary materials they returned to the bridge site and Supervisor Lee assisted Signal Maintainer Bradshaw in repairs to the damaged conduit and track wires. Lee worked with Bradshaw from approximately 9:00 a.m. to 11:00 a.m. when the Signal Maintainer regularly assigned to the Arkansas River Bridge arrived on the scene. Bradshaw and the other Signal Maintainer completed the necessary repairs about 12:45 p.m. Thereupon, Lee transported Bradshaw in the company vehicle back to Tulsa where they arrived at approximately 3:30 p.m.

In this case Claimant Bradshaw argues that he should have received 13.4 hours pay at the overtime rate for his work on August 19, 1972. The record indicates that he was paid 9.4 hours at the overtime rate for work performed and 4 hours at straight time rate for "riding" time. Our review of the record indicates that Bradshaw was entitled as the Signal Maintainer to transport the materials. To the extent that

Supervisor Lee drove the company vehicle which transported the materials to the job site, he was performing the work of the Claimant under the controlling Agreement. Accordingly, we shall sustain the Bradshaw claim to the extent of four hours at the difference between the straight time rate he received and the overtime rate to which he was entitled.

As for the claim of G. W. Lewis, Claimant avers that he was the next eligible Signal Maintainer at Tulsa and should have performed the signal work done by Supervisor Lee in the repair of the bridge. There is no doubt that Lee performed some signal work reserved to employees covered by the Agreement. The record does not indicate for how long Lee performed signal work, although it occurred apparently between 9:00 and 11:00 a.m. In these circumstances there was a violation of the Agreement but the damages sought are not warranted by the facts. We shall sustain the Lewis claim therefore, but only to the extent of a call under Rule 17 (b), i.e. the minimum allowance of two hours and forty minutes at the time and one-half rate.

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 Employee involved in this dispute are respectively Carrier and Employee 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 violated.

A W A R D

Claim sustained to the extent indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 26th day of November 1975.