

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21386
Docket Number SG-21242

James C. McBrearty, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al."

On behalf of Signal Maintainer F. Watts, headquarters Decatur, Ala., for 11 hours 40 minutes overtime account Signal Maintainer Whitten, Sheffield, Ala., working on claimant's territory on April 7, 1974. [Carrier's file: SG-45]

OPINION OF BOARD: As of April 1, 1974, the home stations and assigned territories of Signal Maintainers in the northern Alabama area of Carrier's Memphis District (Lines East), with work weeks 7:00 AM - 4:00 PM Monday through Friday, rest days Saturday-Sunday, were as follows:

<u>Home Station</u>	<u>Maintainer</u>	<u>Territory</u>
Huntsville, Ala.	(338.9) J. F. McClintock	MP 311.9-343.0
*Decatur, Ala.	(363.3) F. Watts (claimant)	MP 343.1-366.0
**Town Creek, Ala.	(389.0) T. A. Clark	MP 366.1-399.0
*Sheffield, Ala.	(.4MF) D. A. Whitten	MP 399.1-4MF- 407

* (Subject to call under Rule 37 - Sunday April 7, 1974)

** (Marked off-call and not available - Sunday April 7, 1974)

During the first week of April 1974, Signal Gang No. 4 (Lines East) and the IBEW Line Gang were engaged in repairing and restoring to service communications and signal transmission lines on Memphis District which were damaged by heavy storms in the northern Alabama area.

Maintainer D. A. Whitten (Sheffield), during the first work week in April, 1974, worked with and assisted Signal Gang No. 4 employees who were headquartered at Sheffield and worked out of that point in repairing the damaged pole line and signal installations in that area.

Signal Gang No. 4 worked twelve hours on Saturday, April 6, and twelve hours on Sunday, April 7, 1974, all on the Sheffield and Town Creek territories of Maintainers D. A. Whitten and T. A. Clark. Maintainer Whitten was used to work with and assist the signal gang on his Saturday-Sunday rest days, working 11 hours and 40 minutes overtime on April 6, and 11 hours and 40 minutes overtime on April 7, 1974.

Under date of June 2, 1974, Petitioner initiated a claim on behalf of Signal Maintainer F. Watts, for 11 hours and 40 minutes overtime, alleging that Carrier violated the Agreement in using Maintainer Whitten (Sheffield territory) instead of Claimant (Decatur territory) to assist Signal Gang No. 4 working near MP-372 (on the Town Creek territory of Maintainer T. A. Clark) on Sunday, April 7, 1974.

Applicable rules of the Agreement alleged by the parties to have a direct bearing on this case are as follows:

"Article II

CLASSIFICATION - RULE 2:

* * * * *

(d) Signzman, Signal Maintainer: (Effective June 19, 1921) A man qualified and assigned to perform work generally recognized as signal work, together with all mechanics' work connected therewith, shall be classified as a signzman or signal maintainer.

* * * * *

Seniority -- Rule 4: (Revised - effective April 1, 1942)

(a) Seniority shall be established and held as hereinafter provided. Seniority consists of rights in the several classes based on respective length of service as shown on respective lists of employees covered herein, in each such class.

* * * * *

"Calls- - Rule 36: (Revised--effective September 1, 1949)

Employees released from duty and notified or called to perform service 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 rate of time and one-half for two (2) hours forty (40) minutes work or less. If held on duty more than two (2) hours forty (40) minutes they will be paid at the rate of time and one-half computed on actual minute basis. The time of employees, when notified in advance, will begin at the time required to report and end when released at designated point at home station. The time of employees called to report at once will begin at the time called and end at the time they return to designated point at home station.

Time worked in advance of and continuous with regularly assigned hours shall be computed on actual minute basis and paid for at the rate of time and one-half with a minimum of one (1) hour.

Subject to Call- - Rule 37: (Revised--effective January 16, 1948)

(a) Signal maintainers assigned to regular maintenance duties, recognizing the possibility of emergencies in railway operation, shall notify the train dispatcher on their division where they may be called and will respond promptly when called.

(b) For the purpose of relieving such employees from being subject to call every Sunday and holiday, each Signal Supervisor will prepare a schedule, on an annual basis (subject to change from time to time as positions are established or abolished) for the territory over which he has supervision, designating the Sundays and the seven holidays named in Rule 31 on which signal maintainers filling the positions so designated shall be held subject to call under this rule.

"When one of the seven designated holidays falls on Saturday or Monday, the schedule will be arranged, so far as practicable, for the same employee to be held subject to call on such Sunday and holiday.

* * * * *

(d) Employees held subject to call under this Rule 37 and called for service will not be confined to work on any particular section or territory, except they will be confined to their own seniority district but this shall not prevent their being used on another seniority district in an emergency. The scheduling of employees to be held subject to call will not prohibit the use of other signal employees on Sundays and holidays when employees held subject to call need assistance or because of circumstances beyond their control cannot respond promptly when called. Other employees so used will be paid as provided in this agreement, but the utilization of employees not scheduled to be held subject to call under this rule, will not disturb the schedule set up for employees held subject to call on Sundays and holidays.

(e) Employees held subject to call on Sundays and holidays under this rule shall be paid for a minimum of four (4) hours at pro rata rate for the Sunday or holiday on which held subject to call, and, in addition, if called for service during the hours held subject to call, will be paid for such service so performed as provided in Rule 36."

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After a thorough review of the record, the Board finds that the rules cited simply do not support Petitioner's claim, and, therefore, 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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1977.