

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23229  
Docket Number SG-22603

James F. Searce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Transportation Company:

Claim No. 1

- (a) On June 23, 24, and July 9, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim.  
June 23, 1977 4 hours 45 minutes.  
June 24, 1977 4 hours 30 minutes.  
July 9, 1977 12 hours  
Total of 21 hours 15 minutes.
- (c) Carrier now be required to compensate former Signal Maintainer J. R. Lamz formerly located at Glen Ellyn, Ill. now a supervisor on the Iowa Division at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

"Claim No. 2

- (a) On June 25, 26, July 2, 3, 4, 9, and 10, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following is the dates and times made part of this claim.
- |               |                            |
|---------------|----------------------------|
| June 25, 1977 | 1 hour.                    |
| June 26, 1977 | 10 hours.                  |
| July 2, 1977  | 8 hours.                   |
| July 3, 1977  | 8 hours.                   |
| July 4, 1977  | 5 hours 30 minutes.        |
| July 9, 1977  | 13 hours.                  |
| July 10, 1977 | 12 hours.                  |
| Total of      | <u>57</u> hours 30 minutes |
- (c) Carrier now be required to compensate Leading Signal Maintainer T. A. Cross at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 3

- (a) On June 27, July 1, 2, 3, 4, 8, and 10, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim.
- |               |                            |
|---------------|----------------------------|
| June 27, 1977 | 4 hours.                   |
| July 1, 1977  | 2 hours 30 minutes         |
| July 2, 1977  | 8 hours.                   |
| July 3, 1977  | 8 hours.                   |
| July 4, 1977  | 5 hours 30 minutes         |
| July 8, 1977  | 8 hours 30 minutes         |
| July 10, 1977 | 4 hours.                   |
| Total of      | <u>40</u> hours 30 minutes |
- (c) Carrier now be required to compensate Signal Maintainer W. R. Voddan located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

"Claim No. 4

- (a) On July 24, and July 26, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim.  
July 24, 1977    5 hours.  
July 26, 1977    4 hours.  
Total of            9 hours.
- (c) Carrier now be required to compensate Leading Signal Maintainer T. A. Cross, located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 5.

- (a) On July 24, and July 25, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16 concerning the checking out and checking in for Signal Maintainers as per instructions issued by Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times made part of this claim.  
July 24, 1977    4 hours.  
July 25, 1977    4 hours.  
Total of            8 hours.
- (c) Carrier now be required to compensate Signal Maintainer W. R. Vodden, located at West Chicago, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

"Claim No. 6.

- (a) On August 5, 6, 7 and August 13, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim.
- |                 |                     |
|-----------------|---------------------|
| August 5, 1977  | 7 hours 30 minutes  |
| August 6, 1977  | 3 hours             |
| August 7, 1977  | 6 hours.            |
| August 13, 1977 | 8 hours             |
| Total of        | 24 hours 30 minutes |
- (c) Carrier now be required to compensate Leader Signal Maintainer Thomas Cross, located at West Chicago, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

Claim No. 7

- (a) On August 6, 7, 12, 17, and 21st, 1977, the carrier violated the current Signalmen's Agreement, particularly, Rule 16 concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim.
- |                 |                     |
|-----------------|---------------------|
| August 6, 1977  | 8 hours.            |
| August 7, 1977  | 5 hours 30 minutes  |
| August 12, 1977 | 8 hours             |
| August 17, 1977 | 6 hours             |
| August 21, 1977 | 9 hours             |
| Total of        | 36 hours 30 minutes |
- (c) Carrier now be required to compensate Signal Maintainer W. R. Vodden located at Glen Ellyn, Ill. at his applicable overtime rate of pay for all time held on a standby basis for the times and dates listed above.

"Claim No. 8.

- (a) On September 3, 4 and 5, 1977, the carrier violated the Current Signalmen's Agreement, particularly Rule 16, concerning checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim.

September 3, 1977	12 hours
September 4, 1977	12 hours
September 5, 1977	12 hours
Total of	36 hours
- (c) Carrier now be required to compensate Signal Maintainer T. R. Hobbs located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis and times listed above.

Claim No. 9

- (a) On July 30, 31 and August 1, 1977, the carrier violated the current Signalmen's Agreement, particularly Rule 16, concerning the checking out and checking in for Signal Maintainers as per instructions issued by Signal Supervisor Freund in his letter to all Signal Maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim.

July 30, 1977	6 hours 10 minutes
July 31, 1977	20 hours 20 minutes
Aug. 1, 1977	7 hours
Total of	33 hours 30 minutes
- (c) Carrier now be required to compensate Leader Signal Maintainer W. G. Myers, located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claims 8 and 9: Carrier file: 79-1-46.

"Claim No. 10

- (a) On December 24, 25, 26 and 27, 1977, the carrier violated the current Signalmen's Agreement particularly, Rule 16, concerning the checking out and checking in for signal maintainers as per instructions issued by Signal Suprv. Freund in his letter to all signal maintainers dated June 22, 1977.
- (b) Following dates and times are made part of this claim.
- |                   |                     |
|-------------------|---------------------|
| December 24, 1977 | 7 hours 45 minutes  |
| December 25, 1977 | 24 hours            |
| December 26, 1977 | 24 hours            |
| December 27, 1977 | 7 hours             |
| Total of          | 62 hours 45 minutes |
- (c) Carrier now be required to compensate Leader Signal Maintainer W. G. Myers, located at South Pekin, Illinois at his applicable overtime rate of pay for all time held on a standby basis for the dates and times listed above.

Claim No. 10: Carrier file: 79-1-47."

OPINION OF BOARD: By means of Award 22787, the Board dealt with the matter brought to it by Docket SG-22603. Essentially, it involved the issuance by the Carrier of a directive which this Board concluded limited the application of Rule 16(a) of the Agreement in effect between the parties. This Rule required employees covered by the terms of the Agreement to routinely advise the appropriate supervisor where they might be reached after their departure from the facility after their regular shifts. The purpose was to ensure availability of qualified signalmen in case of emergency. The aforementioned directive, issued unilaterally by the Carrier, required that at least one such employee not check out on any given weekend and indicate where he might be reached that weekend. This Board affirmed the Organization's contention that such action constituted what might be considered standby status for the affected employee and that such directive is contrary to the clear intent of Rule 16(a).

The Carrier expresses great concern over the potentiality of not being able to respond to an emergency situation by the non-availability of qualified employees; it cites Award 20831, an incident on this property

between these same parties, where the Carrier encountered a refusal of the only available employee to come in on an emergency. This Board recognizes the gravity of such a situation and finds no fault with the Award. -It is clear that the Carrier must be able to call upon its employees on emergencies and that such employees may not refuse a reasonable request in that regard; Rule 16(a) anticipates as much and where any employee arbitrarily refuses such an order, he may have to stand the penalty of discipline. However, this Board does not have the authority to alter the provisions of the Agreement and we reiterate our conclusion that the Carrier's initiative was contrary to Rule 16(a), inappropriately limited the movement of such affected employees and, as a result, exacted a benefit to itself at the price of such employees' flexibility. Such loss is properly answered by compensation as follows:

1. Claimants held subject to call for more than 12 hours shall be compensated for 12 hours at their straight time rates in effect at that time.
2. Claimants held subject to call for less than 12 hours but more than 4 hours shall be compensated for such hours at their straight time rates in effect at that time.
3. Claimants held subject to call for less than 4 hours shall be afforded a call at their appropriate rates in effect at that time.

This shall fully dispose of this dispute.

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 violated.

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Claim sustained in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Paulson  
Executive Secretary

Dated at Chicago, Illinois, this 16th day of March 1981.

