

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 44542
Docket No. SG-45582
22-3-NRAB-00003-190200

The Third Division consisted of the regular members and in addition Referee Joseph Fagnani when award was rendered.

(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(CSX Transportation, Inc.

STATEMENT OF CLAIM:

“Claim on behalf of T.J. Singleton, for 5 hours and 22 minutes at his respective time and one-half rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Uniform Rule 22, when, on August 26, 2017, it worked an employee who was farther from the place of trouble than the Claimant, thereby denying the Claimant an overtime opportunity that accrued to him. Carrier's File No. 2017-227531. General Chairman's File No. 17-42-22. BRS File Case No. 16042-B&O. NMB Code No. 32.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On August 26, 2017, there was a need for a Signal Maintainer to respond to a trouble call involving a signal on the middle track circuit between Stockton CP and

Hamilton CP. The Carrier initially called the Signal Maintainer assigned to that territory but he turned down the assignment due to the fact that he did not have enough work time left to complete the assignment. The Carrier next called Signal Maintainer Rich who was assigned on an adjoining territory to perform the work.

The Organization submitted the above claim in behalf of the Claimant, who was also assigned to an adjoining territory, but who lived approximately 10 miles closer to the location of the trouble call than Signal Maintainer Rich. In support of its position, the Organization cited Rule 22(b), which reads as follows:

Unless registered off “subject to call,” the regularly assigned maintenance employee, or employee filling such position, will be called first for all service on the assigned section or territory. In the event the regular assignee, or employee filling such position, is not available, or needs assistance, the Carrier will call the adjoining Signal, Communications, or SCE Maintainer nearest the place of trouble, if know. If such maintainer cannot be reached, the other adjoining maintainer(s) will be called in seniority order. If none of the adjoining signal, communications, or SCE maintainers can be reached, then the carrier may call the nearest available qualified employee.

It is the Organization’s position that under the clear language of Rule 22, the Claimant, who resided closer to the place of trouble than Signal Maintainer Rich, was contractually entitled to the call and should be compensated for his loss of this work opportunity.

Contrariwise, the Carrier argues that there is nothing in Rule 22 which states that the employee’s place of residence should be utilized in determining which adjoining Maintainer is “nearest the place of trouble”. In addition, the Carrier submits that it would be an “absurd interpretation” to utilize the employee’s place of residence of the determining factor, regardless of where the maintainer may actually be at the time of the trouble call, and may not be closer to the point of the trouble.

The Board finds that Rule 22 sets forth a pecking order for calling maintainers to respond to trouble call. Namely, first the regularly assigned employee on the territory where the trouble is located, secondly the employee assigned to the adjoining territory “nearest the place of trouble”, and then other employees on adjoining territories in

seniority order. In this case, the Carrier was unable to fill the trouble call with the regularly assigned maintainer and, therefore, was required, under the clear terms of the agreement, to call the maintainer assigned to the adjoining territory who was nearest the point of the trouble. Rule 22 does not specifically identify the point of reference for determining the closest employee. However, for this claim the Board finds that the Organization's position that the employee's place of residence is the proper determinative factor went un rebutted by the Carrier with a more reasonable calculation method. Because the Carrier did not provide an alternative method of calculating "nearest the place of trouble" Claimant's residence was the only method provided by either party during the on property handling to determine same. As such, Claimant was entitled to be called for this claim, whereas, Signal Maintainer Rich was not

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 8th day of October 2021.