

Award No. 11515
Docket No. SG-10981

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company that:

(a) The Carrier violated the current Signalmen's Agreement, and especially Rules 1 and 18(a), when, on December 14, 1957, it failed or refused to call Signal Maintainer J. H. Austin and Signal Helper J. R. Sisk, with headquarters at Fairmount, Georgia, for service to be performed on their assigned territory, at 12:20 P. M., namely; signal work in connection with changing out a broken rail in 4122-B track circuit, south of Mile Post C-412, and permitted said signal work to be performed by persons not covered by the agreement.

(b) Signal Maintainer J. H. Austin and Signal Helper J. R. Sisk be compensated for December 14, 1957, at their respective rates of pay on overtime basis from 12:20 P. M., when they should have been called, to 4:10 P. M., when they were called, amounting to three (3) hours and fifty (50) minutes time. [Carrier's File G-304-5, G-304]

EMPLOYEES' STATEMENT OF FACTS: Prior to December 14, 1957, Mr. J. H. Austin had been regularly assigned to the position of Signal Maintainer with headquarters at Fairmount, Georgia, and Mr. J. R. Sisk had been assigned to the same territory as Signal Helper.

On December 14, 1957, at 12:20 P. M., the Carrier called the section foreman at Fairmount to investigate a report of apparently defective track by a train conductor. The section foreman found a rail broken in track circuit 4122-B, south of Mile Post C412, and, with the help of his men, knocked off the signal bond wire and replaced the broken rail, then called the Signal Maintainer who, with the aid of his Signal Helper, bonded the rail. Signal Maintainer Austin and Signal Helper Sisk, the claimants in this dispute, were called at 4:10 P. M. and released at 6:25 P. M. The violation occurred on the claimants' regularly assigned signal maintenance territory on one of their regularly assigned rest days, and Signal Maintainer Austin wrote to Signal Supervisor J. R. Hatfield on December 16, 1957, claiming additional compensation. On December 20, 1957, Signal Supervisor Hatfield wrote the following denial to Signal Maintainer Austin:

As there has been no violation of the agreement, there is no basis for the instant claim and same should, therefore, be denied.

All matters referred to herein have been presented, in substance, by the carrier to representatives of the employees, either in conference or correspondence.

OPINION OF BOARD: At about 12:05 P. M., Saturday, December 14, 1957, the Conductor of train No. 7 reported a rough place in the track on Mile C-412, Knoxville and Atlanta Division. There was nothing in the Conductor's report indicating the nature of the trouble. The Section Foreman was notified and arrived at the point of trouble with his gang at approximately 2:35 P. M., at which time it was discovered that a broken rail was the cause of the reported trouble.

The Section Gang proceeded to change out the rail and the Signal Maintainer was called at approximately 4:00 P. M. to bond it.

Under the circumstances outlined above we find no merit in Petitioner's contention that Claimants should have been called at 12:20 P. M. for the reason that the report made by the Conductor of No. 7 did not indicate need for the Maintainer. However, the Claimants should have been called upon discovery of the broken rail at 2:35 P. M. and the Claim will be sustained accordingly.

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 as set forth in the Opinion.

AWARD

Claim sustained to the extent indicated in the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1963.