

Award No. 11571

Docket No. SG-11112

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Arthur W. Sempliner, 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, as amended, when it failed and/or refused to call the regularly assigned signal maintenance employes to investigate and correct signal trouble on their assigned signal maintenance territory on March 26, 1958.

(b) The Carrier now compensate Mr. J. R. Williams, Jr., Signal Maintainer, and Mr. Hoyt Langston, Signal Helper, at their respective punitive rate of pay for two hours and forty minutes each for the violation. [Carrier's file B-667]

EMPLOYES' STATEMENT OF FACTS: Mr. J. R. Williams, Jr., and Mr. Hoyt Langston had been regularly assigned to the positions of Signal Maintainer and Signal Helper, respectively, with headquarters at Smyrna, Georgia, with an assigned territory that extended from Hills Park to Rosewood. About 6:00 P.M. on March 26, 1958, the Carrier assigned and/or permitted other signal employes to investigate and correct signal trouble on the Centralized Traffic Control system on the Smyrna signal maintenance territory. Inasmuch as the regular assignees were available for call but were not called, Mr. J. L. Fain, Local Chairman, presented the following claim to Mr. J. E. Bruce, Signal Supervisor, on March 27, 1958:

"This will pertain to a claim in favor of Mr. J. R. Williams Jr. and Mr. Hoyt Langston. They are assigned as maintainer and helper respectively with headquarters at Smyrna, Ga.

On the night of March 26, 1958 at about 6:00 P.M. trouble occurred on C.T.C. carrier and was traced down to be at Hills Park, Ga. Mr. H. R. Williams was called to help make a check and replaced a radio tube to clear the trouble. Mr. H. R. Williams is a maintainer at Hills Park Retarder Yard where the C.T.C. Carrier is located. But Mr. J. R. Williams Jr. maintains this equipment as called for under a bul-

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

OPINION OF BOARD: There is no dispute as to the facts. H. R. Williams, a signal maintainer at Hills Park Yard, assigned to the Retarder Yard, was directed to replace a rectifier tube in the C.T.C. system located upstairs in the building in which he was regularly stationed. Claims were made on behalf of Maintainer J. R. Williams, Jr., and Helper Hoyt Langston, regularly assigned to the Carrier's Centralized Traffic Control system servicing the equipment in which the tube was replaced.

When trouble developed, the Carrier, by ordinary elimination procedures, located the trouble in the coding units of the Carrier system on the second floor of the Retarder Tower Hills Park Yard. Instead of calling the Claimants, who regularly service this equipment, Maintainer H. R. Williams, was instructed to go upstairs and replace the rectifier tube. Claims were made for a call, two hours and forty minutes, at punitive rates.

The work was not that of the Signal Retarder Maintainer used, but was within the territory of the Claimants. Rule 18 (a) Subject to Call reads:

"(a) Employes assigned to or filling maintenance positions will notify the management where they may ordinarily be called. If on specific occasions they desire to be off call, they will so advise the person designated for the purpose. Unless registered off call, they will be considered as available and will be called for service to be performed on their assigned territory and will respond as promptly as possible when called."

Numerous awards have been cited by both parties to sustain their positions. Award 8188, Livingston Smith, Referee, sustained a like claim when the Carrier failed to show an emergency and called other than the regular assigned employe to perform repair work during off duty hours. In the instant case, the Carrier alleges that it had stopped No. 80 (Northbound through Passenger Train) on account of trouble with control codes. The Carrier has failed to show an emergency. The repair required but a few minutes work, and there has been no showing that the Claimant could not have been called to perform his work within the reasonable requirements of normal operation. Rule 18 (a) would reserve this work to the Claimant unless an emergency were shown. Such is not the case here. This is in accord with Award 6218 and Award 5784 quoted in Award 6218 as follows:

"On both of these dates claimant was being held subject to call, was available and could and would have promptly responded had he been called."

"Carrier suggests the trouble of these two dates created emergency situations because, to a certain extent, they affected train schedules, as evidenced by the train schedules cited. It is undoubtedly true that signal trouble will generally affect the train schedule to some degree, depending upon the extent of the trouble, but that would not immediately create an emergency situation. * * *"

The claims are for a call for both the Signal Maintainer, and the helper. There is no showing that the services of the helper were needed, nor is he

required by Rule 18 (a). Award 11487, of this Division contains the following language:

"There is nothing in Rule 18 (a) which requires that a helper be called every time his maintainer is called for signal work, as is explained in the Supplement to the Agreement. Though the "letter of understanding" does not give any Signal Maintainer the right to use any employes other than his regularly assigned Helper, or those coming within the Signalmen's Agreement, to assist in case of trouble it does leave to the discretion of the Maintainer the right to determine whether or not he needs assistance."

Thus the claim for the helper cannot be sustained.

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 Employes involved in this dispute are respectively Carrier and Employes 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 per the above Opinion.

AWARD

Claim sustained for J. R. Williams, Jr. for call at punitive rates.

Claim denied as to Hoyt Langston.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of June 1963.