



Award No. 15535  
Docket No. SG-14964

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**John J. McGovern, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al. that:

Mr. F. M. Miller, Signal Maintainer, Atlanta, Georgia, who was on hold-for-call duty on Sunday, May 12, 1963, but who was not called and not used to perform necessary work on his assigned territory on that day, be paid two (2) hours and forty (40) minutes at his overtime rate. [Carrier's File: SG-19083]

**EMPLOYEES' STATEMENT OF FACTS:** This dispute involves Carrier's failure to call a Signal Maintainer, who was being held subject to call on Sunday, May 12, 1963, when trouble occurred on his territory, and the need for his services arose. Another employee, on duty, working an assignment altogether different from the one on which the trouble occurred was used instead of the regular employee.

Mr. F. M. Miller is regularly assigned, by bulletin, to the position of Signal Maintainer headquartered at Inman Yard, Atlanta, Georgia, with a territory comprised of the main line from east of Austell, Georgia, to Atlanta extending on both sides beyond and paralleling Inman Retarder Yard in Atlanta. Work on signal facilities, equipment, and apparatus within the retarder yard is not included in the duties of Mr. Miller's assignment. His job works just one shift, five days each week, with protection on Sundays and holidays for his and the other main-line territories provided alternately by him and the other main-line Signal Maintainers.

On Sunday, May 12, 1963, Carrier experienced difficulty with No. 6A Derail, which is located on the territory assigned to Signal Maintainer Miller. At the time of the difficulty, this Maintainer was being held subject to call, and in accordance with the provisions of Rule 36 of the effective Signalmen's Agreement, he was paid four (4) hours at the pro rata rate for holding himself available for call; nonetheless, he was not called to perform the necessary work to No. 6A Derail on his regularly assigned territory.

Mr. B. J. Shannon is regularly assigned, by bulletin, to one of the Signal Maintainer positions — the swing shift — with headquarters also at Inman

The record reveals that on Sunday, May 12, 1963, when Train No. 54 was ready to leave Inman Yard, difficulty was experienced with a derail. The signal maintainer on duty at Inman Yard was dispatched to the scene. He cranked the switch machine to the opposite direction, closed the crank contact and the switch machine returned to its normal position. Thus no signal work was performed. Furthermore there was an extreme emergency demanding prompt action in order to avoid delay to Train 54.

As you know, Signal Maintainer Miller resides at Austell, Georgia, a distance of approximately 14 miles from his headquarters.

Under the circumstances there is no basis for the monetary claim which you attempt to assert on behalf of Mr. Miller. Claim being without basis and unsupported by the agreement is therefore declined."

On November 26, 1963, the claim was discussed in conference between General Chairman Melton and Director of Labor Relations Cox, following which the Director of Labor Relations addressed the following letter to the General Chairman:

"This refers to the claim on behalf of Mr. F. M. Miller, signal maintainer, that he be paid for a minimum call of 2 hours, 40 minutes at the rate of time and one half on the grounds that he should have been called and utilized on May 12, 1963, which we discussed on November 26 in conference.

As I explained to you in my letter of October 3, 1963, the claim which you attempt to assert on behalf of Mr. Miller is without any basis whatsoever and is unsupported by the Signalmen's Agreement. I therefore confirm my previous declination of the same."

**OPINION OF BOARD:** The Claimant Signal Maintainer was on hold-for-call duty on a Sunday, but was not called when trouble occurred on his territory. On the day in question, Carrier experienced some difficulty with No. 6A Derail which was located on the territory assigned to the Claimant. Another Signal Maintainer was used to perform the work which consisted of manually cranking the derail. The Petitioner contends that the Carrier has violated Rules 30 (c) (12) "Work on Unassigned Days" and Rule 36 "Subject to Call."

The Carrier maintains that this was an emergent situation which if not corrected, would have resulted in considerable delay to one of its Trains; further it contends that under emergency conditions, it can assign whatever personnel is necessary to cope with a given situation, and additionally that the work involved, the manual cranking of the derail was not Signal work in any event.

Rule 36 of the Agreement has been subjected to interpretation in Award 5784 (Wenke) involving the same parties. We adopt the language and rationale of that award. Award 11571 (Sempliner), although concerned with a different property involved much the same factual situation as we have in the instant case. Paraphrasing some of the commentary contained in that award, the

work required but a few minutes if that long; there has been no showing that the Claimant could not have been called to perform his work within the reasonable requirements of normal operation. He was on call and should have been called in accord with the rules. We will sustain the Claim.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

#### **AWARD**

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April 1967.