



**Award No. 15999**  
**Docket No. SG-15978**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Bill Heskett, 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) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 17 (d), when, on September 6, 1964, employees in Signal Gang No. 12 who were junior to Signalman L. A. Lanham were used on an overtime basis to assist in the restoration of two wayside signals which had been knocked down near Lebanon, Kentucky.

(b) Carrier be required to pay Mr. L. A. Lanham eight (8) hours at his time and one-half rate.

**EMPLOYEES' STATEMENT OF FACTS:** This dispute resulted when on Sunday, September 6, 1964, Carrier assigned two (2) employees in Signal Gang No. 12 to perform overtime service and failed and/or otherwise refused to give preference to the work to a senior available Signalman assigned to that gang.

On September 6 two wayside signals near Lebanon Junction, Kentucky, were knocked down, and in order to restore them to service the Foreman and five (5) other employees assigned to Signal Gang No. 5 were called. One lived at Elizabethtown, Kentucky, and the others at or near Bowling Green. They were called at about 12:00 noon and worked for nine and one-half (9½) hours thereafter.

Claimant L. A. Lanham, the senior Signalman in Signal Gang No. 12 to whom Carrier failed to give preference in the overtime assignment in accordance with the provisions of Rule 17 of the Schedule Agreement, was at home in Rileys, Kentucky, and would have responded to a telephone call if one had been made.

A claim for eight (8) hours' pay at the time and one-half rate account of the violation was initiated on behalf of Signalman L. A. Lanham by Local Chairman R. B. Flowers in his letter to the Supervisor dated October 28, 1964. His letter is Brotherhood's Exhibit No. 1.

Carrier did not agree that there was a violation of Rule 17(d) or any other rule and the claim was, therefore, declined. The claim was properly handled on the property with each officer designated to handle such matters, up to and including Carrier's Director of Personnel, the highest officer designated to handle such matters.

Pertinent correspondence exchanged between employes and Carrier is attached and identified as Carrier's Exhibits AA through DD.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The only distinction between this docket and the circumstances in Awards 12519 (West), 12520 (West) and Award 15998 is that Claimant's residence was actually closer to the malfunctioning signals than those Carrier selected to do the work. However, it is unrefuted that preparations and work had to be done at the starting point. This work was an integral part of the repairs to the signals and all of the signalmen used by Carrier resided in close proximity to the starting point.

We will follow the reasoning in Awards 12519 and 12520, both by West, and the award immediately preceding this one, Award 15998, and thereby deny this claim.

**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 Carrier did not violate the Agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December 1967.