

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21295  
Docket Number **SG-21230**

**James C. McBrearty**, Referee

PARTIES TO DISPUTE: (**Brotherhood** of Railroad Signalmen  
(The Alabama Great Southern Railroad Company

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

On behalf of Signal Maintainer S. W. Parsons, Fort **Payne, Alabama** for a minimum cell payment (2 hours and **40 minutes**) for May 1, 1974.

[Carrier's file: SG-40]

OPINION OF BOARD: As of **May 1, 1974**, the home stations and maintenance territories of Signal Maintainers on **AGS** north end between Chattanooga, Tennessee and Birmingham, Alabama were:

Wauhatchie, Tenn. (MP 0.0 to MP 25.8)

Fort Payne, Ala. (MP 25.9 to MP 60.8)

Attalla, Ala. (MP 60.9 to MP 100.8)

Trussville, Ala. (MP 100.9 to MP 135.5)

At approximately 11:20 P.M. on **Kay 1, 1974**, the Train Dispatcher at **Hattiesburg, Mississippi** called **Claimant**, a Signal Maintainer, by telephone at his home, **Fort Payne, Alabama**, notifying him that southbound Train No. 179 had reported a red signal at north end (MP 24.8) of **Rising Fawn, Georgia**, and a clear signal at south end (MP 25.8). When Claimant informed the Train Dispatcher that the reported signal trouble was not on his assigned territory, but rather the assigned territory of Signal Maintainer **J. M. Sewell**, home station Wauhatchie, the Train Dispatcher then called Signal Maintainer **Sewell**. **Sewell** thereupon cleared the reported signal trouble, and was paid a minimum call payment of two (2) hours and **40 minutes** at time and one-half for the service performed, in accordance with the provisions of Rule 36.

However, **it** is the position of Claimant that he also is entitled to the minimum call payment of two (2) hours and **40 minutes** at time and one-half, pursuant to Rule 36, for the call which he received at approximately 11:20 P.M. on May 1, 1974.

Rule 36 states:

"Calls--Rule 36: (Revised - effective September 1, 1949)

Employees released from duty and **notified** or called to perform service outside of and **not** continuous with regular

"working hours **will** be paid a **minimum** allowance of two (2) hours and forty (40) **minutes** at the rate of time and **one-half** for two (2) hours forty (40) minutes work or less. If held on duty more than two (2) hours forty (40) minutes they will be paid at the rate of time and one-half computed on actual minute basis. The **time** of employees, when notified in advance, will begin at the time **required** to report **and** end when released at designated point at home station. The **time** of employees called to report at once **will** begin at the time called and end at the time they return to designated point at home station.

Time worked in advance of and continuous with regularly assigned hours shall be computed on actual minute **basis** and paid for at the rate of time and **one-half** with a minimum of one (1) hour."

**Claimant** argues that he was called "to perform service," and did so in explaining to the Dispatcher about the trouble being on **another** territory. Therefore, Claimant **maintains** he is eligible **for** the **minimum** call pay of two (2) hours and 40 minutes at time and one-half.

Claimant **also** notes that in **Award 18585**, this Board upheld a claim for **call-in** pay where an employee had been called at 12:30 P.M. on a **Sunday**.

In reviewing the **instant** case, the **Board finds** that the language of Rule 36 **contemplates** the **employee** actually doing something above and **beyond** answering a telephone. **Otherwise** the phrase, "end at time they **return to** designated point at **home** station," would be meaningless.

**The Board does not deny** that Claimant was **inconvenienced**, but **Rule 36** is definite. It does not pay solely for **this** type of inconvenience. It would be necessary to negotiate additional language for Rule 36 in order to cover the situation as here presented.

**Award 18585** can be **distinguished** from the **instant** case in that in the former case, the **employee had** changed his clothing **and** was about ready to leave home when he **was called** again (20 minutes later) to cancel the earlier call.

More pertinent to the instant case are **Awards 5916, 6107, and 16119**. **Specifically**, in **Award 6107** the **Board** stated:

"Answering a telephone to give **information such** as was done here **does not** come within the Rules of the Agreement as they are presently written."

Also, in Award 16119 the **Board** pointed out:

"... a telephone call requesting some information does not constitute 'extra or relief service' as those terms are used in the Call Rule. This Rule connotes a reporting to work by an **employee** and indeed the language itself is clear **and precise** on this point. Answering a telephone to give information, which at best **involved a nominal amount** of time, was never intended to come within the purview of the Call Rule."

Consequently, the **Board** has no alternative but to deny the claim in the instant **case** in its entirety.

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

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; end

That the **Agreement** was mt violated.

A W A R D

Claim denied.

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

ATTEST:

  
**Executive Secretary**

Dated at Chicago, Illinois, this 12th day of November 1976.