

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21561
Docket Number SG-21708

David C. Randles, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Southern Railway 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 J. E. Long, Jr., Signal Maintainer, headquarters Stockbridge, Ga., for 2 hours and 40 minutes overtime account of being called on March 20, 1975, at 6:10 A.M., for which he performed a service but was not compensated." [Carrier file: SG-115]

OPINION OF BOARD: This claim demands a payment of two hours forty minutes overtime because claimant answered a telephone inquiry from his supervisor at 6:10 A.M. on March 20, 1975, concerning possible signal failure during the night on his territory. The claimant responded to his supervisor's inquiry by stating that he knew nothing about the problem. This was the extent of the telephone call regarding which the claim is being made.

The Organization relies upon Rule 36 of the Agreement to substantiate its claim. 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."

The Organization argues that the claimant was called to perform a service, which he did, by answering his supervisor's question citing the first sentence of Rule 36: "or called to perform service".

The Carrier interprets Rule 36 to mean specifically when an employe is called in to work.

This Board in reviewing the instant case finds that Rule 36 contemplates that the employe will do more than answer a telephone. "The time of employes called to report at once will begin at the time called and end at the time they return to designated point at home station." (Rule 36). See also Award No. 21295, same parties.

Relative to the claim is Award 6107, in which 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." Based upon this interpretation of Rule 36, the Board denies the 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of May 1977.