

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21728  
Docket Number SG-21699

Robert W. Smedley, 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 F. M. Miller, Signal Maintainer, headquarters  
Austell, Ga., for ten (10) hours and forty (40) minutes account  
violations of Rules 36 and 37 of the present Signalmen's Agreement with  
Southern Railway:

1. For two hours and forty minutes on March 11, 1975, account  
of red signals between Austell, Ga. and Douglasville, Ga.. Chief  
Dispatcher called Mr. Miller at 7:15 P. M., and wanted to know what he  
found that caused train #2 to get a delay between Austell and Douglasville.  
Mr. Miller informed the Dispatcher, he had not been called for the trouble.

2. For two hours and forty minutes account of signal trouble  
on March 20, 1975, reported at 4:45 A. M. by train #65, Birmingham Local,  
bottom light out on #1 track M. P. 134.9H, caused by bulb burned out.  
Carrier did not notify Mr. Miller, but left note for him to fix after  
work time that morning.

3. For two hours and forty minutes account of not being  
called to clear signal trouble at M. P. 134.9, reported by train #155  
west. Carrier waited until after work time to call Signal Maintainer  
Miller. Train #1 was delayed 10 minutes.

4. For two hours and forty minutes account of Supt. D. E.  
Barker called Signal Maintainer Miller at 9:43 P.M. wanting information  
at what time Supervisor Marbury called him to report green light out in  
Signal 42-INB #1 track. Mr. Marbury reported light out to Signal  
Maintainer Miller at 8:05 A.M. on March 27, 1975, after Chief Dispatcher  
Howard had called Signal Maintainer Miller at 6:30 A.M. on March 27, 1975.  
This information could have been obtained easily from Mr. Marbury, it  
would not have been necessary to call Mr. Miller after working hours.  
/Carrier's File - SG-111/

OPINION OF BOARD: We shall first discuss parts 2 and 3 of the claim. **These** say that Claimant should have received overtime calls rather than being directed to fix signals when he got to work. Neither Rule 36, hereinafter quoted, or **any** contract provision supports the claim. **In** the absence of a contract requirement to the contrary, the Carrier retains the prerogative to direct when work shall be performed. Parts 2 and 3 of the claim must be denied **on** that basis.

Parts 1 and 4 of the claim ask for a call due to being contacted by telephone after hours on Company business.

"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 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. "

**Two recent** cases settle the issue. Award 21295 (**McBrearty**) and 21561 (**Randles**). **These** involve the same parties before this Division. Being paid for a telephone inquiry would have to be achieved by contract negotiation. Rule 36 does not so require.

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 **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

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The Agreement was not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

ATTEST:



Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1977.