

**Award No. 12916**  
**Docket No. SG-11979**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Nathan Engelstein, 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:

In behalf of Signal Maintainer M. W. Pressnell and Assistant Signal Maintainer J. C. Lewellyn, with assigned headquarters at New Yard, Boyles, Alabama, for a minimum call each at their respective rates of pay on each of the dates of December 16 and 17, 1958, on account of not being called for service to be performed on their assigned territories and instead other employees were called.

[Carrier's File: G-304-12, G-304.]

**EMPLOYEES' STATEMENT OF FACTS:** Signal Maintainer M. W. Pressnell and Assistant Signal Maintainer J. C. Lewellyn are the regular assignees to the signal maintenance territory with assigned headquarters at New Yard, Boyles, Alabama. On December 16 and 17, 1958, signal trouble developed on the territory assigned to Signal Maintainer Pressnell and Assistant Maintainer Lewellyn (yard switching system was reported out of order). The Carrier called and used Retarder Maintainer T. J. Armstrong and Assistant Signal Supervisor J. W. Webb to clear the trouble reported on the yard switching system in place of calling and using the regular assignees, Signal Maintainer Pressnell and Assistant Signal Maintainer Lewellyn, whose signal maintenance territory included the maintenance of the yard switching system.

Inasmuch as Signal Maintainer Pressnell and Assistant Signal Maintainer Lewellyn were not registered absent and were not called to perform the work on their assigned territory, a claim in their behalf was submitted to Mr. W. G. Ray, Signal Supervisor, by Local Chairman P. E. Brock, under date of January 28, 1959, for a minimum call each at their respective rates of pay on each of the dates of December 16, and 17, 1958. The letter read as follows:

"The local committee has been directed to present these claims in behalf of Bro. M. W. Pressnell Signal Mtr. Bro. J. C. Lewellyn Ass't. Mtr. New Yard Boyles, Ala. account Bro. T. J. Armstrong and Ass't. Supervisor J. W. Webb being called to clear trouble on

**OPINION OF BOARD:** On the two dates involved in the claim, a failure occurred in the yard switching system at Boyles Yard. Retarder Maintainer T. J. Armstrong who was on duty at the time was nearby the relay house which controlled a portion of the yard, and the Assistant Signal Supervisor who was at the yard office, went to the relay house to investigate.

The controlling Rule is 18 (a) of the applicable agreement which reads:

"Employees assigned to or filling maintenance positions will notify the management where they may ordinarily be called. If on specific occasions they desire to be off call, they will so advise the person designated for the purpose. Unless registered off call, they will be considered as available and will be called for service to be performed on their assigned territory and will respond as promptly as possible when called."

The record supports the findings of Award No. 12635, involving the same parties and facility, that:

"Based upon the entire record, the Board finds that two groups of employees were assigned in Boyles Yard, which worked separately and independently of each other, one group with assigned territory being specified as 'Retarder Yard', and the other group with assigned territory as 'Yard Switches, Indicators, and Connecting Signals and Interlockings.'"

Maintainer Armstrong was assigned to the "Retarder Yard" and the Claimants to the yard switching system.

The controlling Rule 18 (a) has been previously interpreted by this Board in Awards Nos. 11487 and 11571. Under these precedents we find that the claim for Maintainer Pressnell should be sustained, and that the claim for Assistant Maintainer Lewellyn should be denied.

**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

That the claim was sustained in part and denied in part in accordance with the opinion.

#### AWARD

Claim sustained in part and denied in part in accordance with opinion and findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1964.