

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 call 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 May 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 employe 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 employe 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 employe 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 employe 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 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:


Executive Secretary

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