



Award No. 17182
Docket No. SG-17725

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company (former Pacific Electric Railway Company) that:

- (a) The Southern Pacific Company violated the current agreement between the Pacific Electric Railway Company and its employes represented by the Brotherhood of Railroad Signalmen, effective September 1, 1949, including revisions, when it failed and/or declined to call the regular assigned Signal Maintainer, for signal trouble on February 25, 1967.
- (b) Mr. W. E. Smith be allowed three (3) hours at the time and one-half rate of his assignment from 3 A.M. to 6 A.M., on February 25, 1967.

[Carrier's File: SIG 148-148.]

EMPLOYEES' STATEMENT OF FACTS: Claimant W. E. Smith is regularly assigned as Signal Maintainer on the Watts District with headquarters at Dominguez Yard, Compton, California. Central Avenue on the El Segundo Branch is included in his territorial assignment.

It has been the practice to call the Signal Maintainer for trouble on his assigned territory.

At 3:00 A.M. February 25, 1967, signal trouble was reported at Central Avenue, and a Signal Maintainer having a territory which does not adjoin the one in question was called by the Los Nietos Yard Operator. He worked until 6:00 A.M. and was paid three (3) hours at the time and one-half rate.

Inasmuch as Mr. Smith was available but not called for service on his assigned territory—as is indicated by Mrs. Smith's statement in the record—claim on his behalf was entered by the Local Chairman. The claim was for three (3) hours at time and one-half rate, the amount Signal Maintainer Smith would have been paid had he properly been called.

The claim was handled in the usual and proper manner by the Brotherhood on the property, up to and including the highest officer of the Carrier

OPINION OF BOARD: This claim is predicated on Petitioner's claim that Carrier failed to call him on Saturday, February 25, 1967 at approximately 2:45 A.M. to perform signal repair work. Carrier called another signal maintainer, whose territory did not adjoin Claimant's territory, to perform the work in question.

Claimant's position is that (1) by past practice Carrier always has called the Signal Maintainer on whose territory the work occurs; (2) a statement by Claimant's wife proving that Claimant was at home and available for work and that his telephone in good working order on the day in question, and that Claimant was not called to perform this work.

Carrier's contention is that its Senior Assistant Signal Supervisor, E. F. Mann, upon learning of the signal trouble at approximately 2:45 A.M. called the Claimant at his home by telephone, and after allowing the telephone to ring approximately 20 times without it being answered, then called the adjoining signal maintainer without success, and then he instructed the telegrapher-clerk at Los Nietos, California, to call the first available signal maintainer to perform said work; that Carrier, in accordance with said past practice, made a bona fide attempt to call Claimant herein and he missed the call.

In this dispute we have conflicting allegations in regard to whether or not a telephone call was made in this instance to Claimant.

As this Board said in Award No. 16279 (Zack): "A call could have gone wrong for a multitude of reasons, including a bad connection, a mis-dialed number, failing to reach an outside line if called through a switch-board, not awaiting a dial tone, repairs on the line or the use of a faulty piece of equipment." Therefore we are of the conclusion, that instead of permitting the telephone to ring approximately 20 times (although we are not condemning Carrier's supervisor in this instance for doing this) we feel that another phone call to Claimant was warranted inasmuch as there wasn't an "Emergency" as such involved herein wherein such another call to Claimant could not have been made . . . See Award 13474 (McGovern).

For the aforesaid reasons, this claim must be sustained.

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 violated.

A W A R D

Claim sustained.

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

**ATTEST: S. H. Schuly
Executive Secretary**

Dated at Chicago, Illinois, this 28th day of May 1969.