

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 76, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Chicago, Milwaukee, St. Paul & Pacific Railroad Company

Dispute: Claim of Employees:

- (1) That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, hereinafter referred to as the Carrier did unjustly deprive Carman Edward F. Parsons, Jr., hereinafter referred to as the Claimant, of working at his usual and regular assignment as a regular assigned member of the St. Paul, Minnesota Wrecking Crew on March 7th, and 8th, 1976 thereby unjustly depriving him of twenty four and one half hours pay at the time and one half rate of pay.
- (2) That the Carrier be ordered to compensate the Claimant in the amount of twenty four and one half hours at the time and one half rate of pay.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On the claim dates, Claimant was a regularly assigned member of the St. Paul, Minnesota wrecking crew. On March 7, 1976 a derailment occurred at Lansing, Iowa, which required the services of the St. Paul Wrecking Crew. When the crew caller was unable to reach the claimant at the telephone number he left, the Carrier called a replacement. There is no question but that if the Claimant was "available" for service he was entitled to be called. If the Claimant was "available" the Carrier violated the agreement in the instant case.

When the crew caller called the number left by Claimant he reached the claimant's father who reported that claimant was not at the father's house but at a lake some 45 minutes from St. Paul. Claimant's father indicated that he would be able to get a hold of his son and advise him to report for work. The claimant's father was advised that claimant would be considered unavailable and a replacement was called.

Under the circumstances set out above, can the claimant be considered available so as to render the Carrier's action of calling a replacement violative of the Agreement between the parties? We think not. Carrier is not required, in emergency situations, such as that present in the instant case to rely on a relay communications system such as that suggested by claimant in this case. Perhaps claimant's father could have reached him and perhaps claimant could have arrived at St. Paul in time to leave with the crew. Under emergency circumstances the carrier is not obliged however to place itself in the position of leaving the make up of a wrecking crew open to question. When the Carrier was unable to reach claimant and found that he was some 45 minutes from St. Paul, they were within their prerogative in considering him "unavailable" even though the father of claimant indicated he would be able to reach him. The Carrier must be able to move swiftly and with some assuredness of outcome in emergency situations.


A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By



Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 4th day of January, 1979.