

Award No. 13173
Docket No. SG-12392

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, 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 that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement effective April 1, 1947 (reprinted April 1, 1958, including revisions), particularly Rules 13 and 70.

(b) Mr. C. O. McLaury be paid ten (10) hours at the Leading Signalman's overtime rate, a total of \$39.00 for October 17, 1959. [Carrier's File: Sig 148-55; S-13-3-101]

EMPLOYEES' STATEMENT OF FACTS: Claimant C. O. McLaury had been assigned to a permanent Leading Signalman position on Gang No. 9 by Signal Department Assignment & Vacancy Notice No. 1074 of October 20, 1958. A copy of that notice has been attached hereto and identified as Brotherhood's Exhibit No. 1. Gang No. 9 is a "town" gang, with no outfit cars or other living quarters furnished by the Carrier. The headquarters of the gang is Burbank, California, and a majority of the gang employees live in or near Burbank.

On Saturday, October 17, 1959, Gang No. 9 was used to repair a damaged flasher at Rose Road, Oxnard, California. Signal Foreman D. D. Wilson and six Signalmen worked from 7:30 A.M. until 5:30 P.M. The names and signalman seniority dates of the claimant and these six Signalmen are hereby listed for ready reference:

C. O. McLaury	- 12-12-52
C. A. Swanger	- 12-14-53
R. C. Garrett	- 4-18-55
R. C. Polen	- 4-18-55
H. H. Koeller	- 8-29-55
W. A. Matthews	- 10-27-55
R. G. Ravert	- 10-28-58

claimant's place was used from necessity because of claimant's own failure to comply with instructions and advise his foreman as to his address and telephone number.

Rule 16 of the current agreement reads as follows:

"RULE 16. SUBJECT TO CALL

Employees assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and shall notify the person designated by the Management where they may be called and shall respond promptly when called. When such employees desire to leave their headquarters for a period of time in excess of three (3) hours, they shall notify the person designated by the Management that they will be away, about when they shall return, and, when possible, where they may be found. Unless registered absent, regular assigned employees shall be called." (Emphasis ours.)

Clearly, any employee desiring to be called during other than his assigned hours is obligated, under the agreement, to cooperate to the extent of giving his supervisors his address and telephone number, thereby making it possible for them to call him.

CONCLUSION

Carrier respectfully requests that the claim be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant, as a senior member of his signal gang, was entitled to preference for any overtime work. On October 17, 1959, his gang was used to repair a damaged flasher, but he was not called. Carrier states that Claimant was not called because he could not be reached. In our opinion, Claimant was not available. The facts are:

Foreman Wilson, in charge of the gang, did not have Claimant's address or telephone number. Although Claimant had been asked to furnish them, he failed to do so. Claimant answered that he was not obliged to have a telephone, and that he had furnished the address. The address which Claimant had furnished was not his current one. He had recently moved, but had not furnished the new address. It was his obligation to keep the information as to his home address current.

Claimant said he had heard that one of the gang had offered to pick him up. Foreman Wilson flatly denied this. Information is based on hearsay. He did not submit a statement from any member of the gang saying that such an offer had been made.

Claimant's right to overtime work is not absolute. He has an obligation to make himself available. Carrier should not have the burden to seek him out and find him. Overtime work for such gangs is often emergency work, where time is of the essence.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1964.