

NATIONAL RAILROAD **ADJUSTMENT** BOARD

**THIRD** DIVISION

Award Number 22966  
Docket Number TD-22926

Martin F. **Scheinman**, Referee

PARTIES TO DISPUTE: (American Train Dispatchers Association  
(Seaboard Coast **Line** Railroad Company

**STATEMENT OF CLAIM:** Claim of the American Train Dispatchers Association that:

(a) The Seaboard Coast **Line** Railroad Company (hereinafter referred to as "the Carrier") violated the effective Agreement between the parties, Article IF(h)(1) thereof in particular, when on February 10, 1978, it failed to call extra train dispatcher G. D. **Smallwood**, the Claimant herein, for extra train dispatcher service on the first shift East **End** trick train dispatcher's position in Atlanta, Georgia.

(b) The Carrier shall now compensate Claimant G. D. **Smallwood** one day's pay at the trick train dispatcher's straight time rate of pay.

OPINION OF BOARD: On February 9, 1978, at **8:25** P.M., Carrier was advised that first shift train dispatcher, J. W. **Branton**, had marked off his position for February 10, 1978. **Branton** was scheduled to begin work at 7:00 A.M. on February 10th.

At **8:30** P.M. Assistant Chief Dispatcher C. B. Tibbetts contacted crew caller **Bowden** at Manchester and requested him to call extra train dispatcher G. D. **Smallwood** to notify him of the vacancy. Claimant, G. D. **Smallwood**, lives in Woodland, Georgia, and this procedure was followed in order to avoid a toll call from Atlanta to Woodland.

Claimant's **son** answered the phone and advised ~~that~~ **his** father was expected to return at midnight. The Assistant Chief Dispatcher then attempted to contact the next extra train dispatcher, J. R. Scott. The attempt to contact Scott was unsuccessful. At **8:41** P.M. Tibbetts called regularly assigned train dispatcher, A. J. Langley, who was observing his rest days, to protect the assignment.

The Organization contends that Carrier violated the Agreement by not calling Claimant for the position. It argues that Carrier knew that Claimant would be returning at 12:00 A.M. and that Carrier should-have attempted to call Claimant at 12:00 A.M. to protect the position.

Carrier argues that it acted properly. While Carrier raises other possible defenses, the crux of Carrier's contention is **that Claimant** should have returned the call when he arrived home. **Had** he done so, Carrier asserts, the call to Langley could have been **cancelled**.

X-1  
An analysis of the record on the property **convinces** us that **the** claim **must** be sustained. Carrier called **Claimant** at **8:30 P.M.** At **that time**, Carrier was **informed** that **Claimant** would **return** at midnight. Midnight would have been a full **seven** hours before the vacancy on **the** assignment. Clearly, Claimant would have had ample **opportunity** to report in a timely fashion.

Carrier's contention that Claimant should have returned the call must be rejected. **The** evidence on the property simply does not support Carrier's **argument** that **Bowden** identified himself to **Claimant's son**. **In** fact, it was not until four months after the **incident** that **the** argument that **Bowden** had identified himself to the son was first raised. The record does not indicate that the son had any way of **knowing** that the call was from the Railroad. Carrier's assertion that **Bowden's** voice was familiar to the son is also **insufficient** to establish that Claimant should have **known** that the Railroad was expecting a call from him.

X-2  
In sum, we are **convinced** that Carrier should have attempted to reach Claimant for a **second time** at midnight. It did not. Therefore, **we** must conclude **that** a reasonable effort was not **made** to secure the senior, qualified, unassigned **employee**. See Awards 16279 and 20119. **We** will sustain the claim.

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 violated.

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Docket **Number** TD-22926

Page 3

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Claim sustained.

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

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of August 1980.