NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 24646

THIRD DIVISION Docket Number SG-24372

Ida Klaus, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Central of Georgia Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company:

On behalf of Signal Maintainers R. King, Columbus, GA, and J. W. Mayberry, Opelika, Al., for four hours' overtime each because Carrier called and used Telephone Maintainers P. D. Dacus and Mike Pearson to check out and repair signal trouble on Central of Georgia Railroad near Camp Hill, AL., on August 2, 1980, between 6 A.M. and 10:30 A.M. in violation of the scope rule and Rule 19 of the Signalmen's Agreement.

OPINION OF BOARD: The overtime claims of these two Signal Maintainers protest that the Carrier dispatched non-unit Telephone Maintainers to check out and repair signal trouble, thereby violating both the Scope Rule and Rule 19 of the Signalmen's Agreement.

The Carrier contends (1) that the non-unit employes performed no signal work but merely attempted to identify the particular line having the trouble; and (2) that the Carrier had in fact made good-faith efforts to reach the Claimants but found them to be unavailable when needed.

Rule 19(a) deals with the respective obligations of Signal Maintainers and the Carrier in relation to being called for work. It provides, in pertinent part:

> "Employees assigned to or filling vacancies on maintainer positions will notify the person designated by the management where they may ordinarily be called and will respond as promptly as possible when called. If they are needed for work outside of regular assigned hours, the maintainer on whose territory the work is required will be called first. If not available, another qualified employee will be called."

The work in question arose outside of the Claimants' regular assigned hours.

As to Claimant Mayberry, it is undisputed that the General Supervisor called him at home in the early morning and was told that he was with his wife at the hospital and would not be home until later. When called later at home, Mayberry answered, was sent out to cover the problem and solved it. It is the Organization's position that the General Manager should have called Mayberry earlier at the hospital, where he knew Mayberry could be found.

The facts as to Claimant King are not undisputed. The Carrier has asserted throughout. and produced evidence to show, that the General Supervisor called King at home at various times over a seven-hour time span and received no answer. King has maintained that he was indeed at home at the hours specified but that his telephone did not ring at those times. It is the Organization's position that King was available but was not called.

Addressing the Carrier's first contention, the Board concludes that the work assigned to the Telephone Maintainers was clearly covered by the Scope Rule. The record has established the presence of what was essentially a signal line problem and one recognized as such by the Carrier. The plain language of the Scope Rule and the Carrier's persistent efforts to resolve the trouble by assigning a Signalman defeat the Carrier's argument that the checking task given to the Telephone Maintainers was not a part of the essential tasks comprising the overall signal maintenance work to be performed. This finding does not, however, compel a decision in favor of the Claimants. They must show that they were available for the work.

The Board cannot accept as reasonable the Organization's interpretation of Rule 19 as applied to Claimant Mayberry. We must read the Rule according to the sensible and practical meaning fairly conveyed by its language. So read, we interpret it to say that an employe who generally would wish to be called for work outside of his regular assigned hours must advise management in advance of the place where he can "ordinarily" (i.e., most likely) be reached if needed for such work. If he is not at the designated location when called he may lose the work opportunity. There is no basis in the Rule to expect, as Mayberry apparently did, that the Carrier would pursue and track him down at any place other than the designated *ordinary" contact point. The Board must observe that it would be most unreasonable, and surely extraordinary, to expect the Carrier to call an employe at a hospital where he is visiting a patient, or even to believe that he would be available for work at such time. The Board finds that Mayberry was not available, as required, at the time the Telephone Maintainers were sent out to check the problem. Accordingly his claim covering the time spent by them must be denied.

With respect to Claimant King, the Board is persuaded that the Carrier did call him at the times indicated and received no answer. If, as King states, he was actually at home but heard no ringing on his telephone, it must be said that Rule 19 did not require the Carrier to assume from the circumstances that he was in fact present and available for work. His claim will be denied as well.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 30th day of January, 1984