

The Third Division consisted of the regular members and in addition Referee Eckehard Muessig when award was rendered.

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

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Central of Georgia Railroad Company (CofGA):

On behalf of Signalman M. E. Dean, assigned to Central of Georgia Signal Gang #6, assigned working days Monday thru Thursday, 10 hours per day, for the following:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 18 among others, when they failed to call Signalman M. E. Dean for 35 hours of overtime work on January 8, 9, and 10, 1988, because of storm damage near Opelika, AL after he had furnished Project Engineer Mulberry his phone number where he could be reached and made himself available for this overtime work but was not called. Signalman Dean is not the junior employee of this group of employees who customarily work together.

(b) Carrier now be required to compensate Signalman M. E. Dean for 35 hours at his overtime rate which is the amount of overtime he was denied because Carrier failed to call him for this overtime work when Signal Gang #6 was called out to repair storm damage on January 8, 9, and 10, 1988. GC file CG-1-88. Carrier file SG-719."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees 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.

The events that resulted in this Claim occurred on January 8, 9 and 10, 1988, when the Foreman of Signal Gang No. 6 called all the Gang members except the Claimant for overtime work. The Carrier contends that it is the normal practice for the Foreman to contact Gang members and it is the responsibility of each employee to provide his Foreman with adequate after-hours telephone information so that they can be contacted if the need arises.

The Organization points out that, on January 7, 1988, the Carrier's Project Engineer asked each member of the Signal Gang "...to leave a phone number where they could be reached..." in the event of an emergency. The Claimant submits that, because of the Engineer's request, he did not give his telephone number to the Foreman. Clearly, there could have been a logical misunderstanding by the Claimant because of the Engineer's request. Why else would he ask for the phone number? On the other hand, it was unrefuted on the property that it was the employee's responsibility to provide his Foreman with the necessary telephone number. When this fact is weighed in conjunction with the evidence that the other Gang members furnished the Foreman with the necessary data so that he could be contacted even though, as stated in the record, the Engineer asked "everyone" on the Signal Gang to leave a phone number, we must conclude that the Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:   
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 7th day of August 1990.