

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 40618  
Docket No. SG-38672  
10-3-NRAB-00003-050092  
(05-3-92)

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(National Railroad Passenger Corporation (Amtrak))

**STATEMENT OF CLAIM:**

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corp.:

Claim on behalf of J. G. Thomas III, for five hours at his time and one-half rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Appendix B-4, when it called a junior man on the call out list and failed to call the Claimant for a trouble call on September 11, 2003, causing a missed work opportunity for the Claimant. Carrier’s File No. NEC-BRS(S)-SD-1028. General Chairman’s File No. JY32101069-18043. BRS File Case No. 13076-NRPC(S).”

**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 employee 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 were given due notice of hearing thereon.

This is one of three claims that the Board must consider for which the Carrier denies violation because of agreement between the parties consistent with Appendix B-4 to calling procedures. This case is similar and related to Third Division Awards 40619 and 40620. Claimant J. G. Thomas, III was not called out to respond to a fire alarm failure in CETC at 30th Street Station, Philadelphia, Pennsylvania. On September 11, 2003 the Carrier called out Electronic Technician Bossle, who ranked 27th on the seniority roster, instead of the Claimant who ranked sixth.

The Organization alleges that the Carrier violated Appendix B-4 of the Agreement, when the Claimant was placed improperly on the call out list and denied his right to perform service for the trouble call.

The Carrier insists that it complied with the proper calling procedures when it placed Bossle ahead of the Claimant. The Rule argued in these companion claims is Appendix B-4, which states in pertinent part:

**“Procedure for Calling C&S Department employees for trouble involving Maintainer’s work outside their regular working hours.**

- 1. Subject to other provisions of this Agreement, a calling arrangement will be established by the Assistant Engineer C&S/ET and the Organization’s designated representative jointly.**

**(a) The calling agreement will be subject to the concurrence of the General Chairman and the Director-Labor Relations.”**

The procedure for calling out employees is argued by the Carrier to be agreed upon for this territory as follows. For problems involving the fire alarm system, the Carrier maintains that such trouble calls accrue first to division forces. It maintains that the proper procedure was followed. In fact, it argues that calls were made to MidAtlantic Division C&S forces which included Electronic

Technician Bossle, who, as a member of the Division Maintenance (Test) Gang, was properly called prior to the Claimant, Senior Electronic Technician Thomas. The proper employee was called, consistent with the calling procedures agreed under the Appendix B-4, supra, and no violation occurred.

The Board reviewed the full record for evidence that the Claimant was next out under Appendix B-4. The Organization argues that the Claimant's rights were violated, but provides no evidence to document a failure of the Carrier to comply with agreements on this territory under Appendix B-4. The Carrier contended that it called the proper employee who customarily performed the work. The Carrier asserted throughout the on-property handling that the Claimant was "not regularly assigned to the division force" and as such, "was not entitled to be called" ahead of Bossle.

The Board studied the record and finds it materially different from that of the companion cases. In this instance, the burden of proof to provide a prima facie case has not been met. The Carrier rejected the Organization's arguments and presented its compliance with Appendix B-4. Thereafter, all other arguments involving reassignment of construction forces to the divisions have no relevance to the proper agreed call out list. The Carrier contends that the employee utilized for the fire alarm system was properly called ahead of the Claimant.

The Board's review of the on-property dispute reveals that the Carrier denied that changes to the call out procedure were involved in this instance. The Carrier put forth evidence that it had followed a procedure in effect for years. The call list may well have been altered, but there is no showing by the Organization that it permitted the wrong employee to work the overtime involving the fire alarm failure. The Organization did not come forth with proof that the Carrier changed the call out procedures agreed to under Appendix B-4 in the instant case when it called Bossle instead of the Claimant. Accordingly, the claim must fail.

### AWARD

Claim denied.

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**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 27th day of August 2010.