

Award No. 16334
Docket No. MW-17322

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it called and used Welder Helper L. P. Noles instead of Welder R. E. Bryant to perform welding work on Sunday, December 18, 1966. (System Files E-357-11/1-31)

(2) Welder R. E. Bryant now be allowed eight hours' pay at his time and one-half rate because of the violation referred to in Part (1) of this claim.

EMPLOYES' STATEMENT OF FACTS: On Sunday, December 18, 1966, the Carrier required the services of a welder to repair the running surface of rails which had been burned by the driving wheels of diesel locomotives near the crossover with the GM&O RR at Humboldt, Tennessee. The Carrier called Mr. L. P. Noles to perform said work. Mr. Noles worked from 2:00 P.M. to 10:00 P.M. on December 18, 1966, and was compensated for his services at the welder's time and one-half rate.

The claimant was employed as a regularly assigned welder on the territory where the subject work was performed. He has established seniority as a welder as of April 16, 1928. Mr. L. P. Noles was regularly assigned to work under the claimant's supervision as a welder helper, and is a qualified welder with seniority in that class as of January 1, 1957. The claimant and Mr. Noles were assigned to work Monday through Friday of each week. Saturdays and Sundays were assigned rest days.

The claimant was available, willing, and able to perform the subject work. Although he had registered his telephone number with the Carrier in accordance with Rule 30(b), he was not called.

Claim was timely and properly presented and handled by the Employees at all stages of appeal up to and including the Carrier's highest appellate officer.

There is on file with the Third Division a copy of the current working rules agreement, and it, by reference, is made a part of this submission.

OPINION OF BOARD: This claim must be sustained, for Carrier's attempt to call Claimant only once can hardly be held to be a "reasonable effort" to contact him as is required by Rule 30(b), especially when Claimant's line was busy. See Awards 13474 (McGovern); 13738 (Dorsey); and also see Award 16279 (Zack).

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 by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1968.