

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20119  
Docket Number SG-19878

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Louisville and Nashville Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Louisville and Nashville Railroad Company:

On behalf of Signal Maintainer M. W. Pressnell for two hours and forty minutes at time and one-half pay account not called and allowed a reasonable time to report to bond rail at Mile 307.6, Northbound Main Track, Decatur, Alabama, on November 24, 1970. (Carrier's File: G-357-12)

OPINION OF BOARD: There is substantial agreement as to the facts in this dispute.

On November 24, 1970, an Assistant Roadmaster found a stripped joint at about 12:20 P.M. and requested that Claimant, a Signal Maintainer, come and bond the joint. Claimant went to the site of the repair job and was told that due to rail contraction the joint could not be pulled together; he was told that the joint would be repaired later that day. The Assistant Roadmaster decided that the joint was safe until he could release his track gang from another job. When the gang was available the rail was replaced, with the work commencing before 4:00 P.M. When the work was completed the Assistant Roadmaster got to the Yard office at about 6:00 P.M. In the interim Claimant went off duty at 4:00 P.M. and remained at home until around 6:00 P.M., at which time he left his house. At a little after 6:00 P.M. the Chief Dispatcher called Claimant's home indicating that he was needed to bond the joint and was told by Claimant's wife that he would be back shortly. The wife was told that inasmuch as he was not home to "forget it" and that the adjoining maintainer would be called. The adjoining Signal Maintainer was called and performed the work in question.

Rule 18 (a) of the Agreement provides:

"(a) Employees assigned to or filling maintenance positions will notify the management where they may ordinarily be called. If on specific occasions they desire to be off call, they will so advise the person designated for the purpose. Unless registered off call, they will be considered as available and will be called for service to be performed on their assigned territory and will respond as promptly as possible when called."

Carrier urges that it conformed to the requirements of the Rule quoted by telephoning Claimant's home and he was not available. Further it is argued that the Dispatchers have been unable to rely on him in the past under similar circumstances. With respect to the last argument, Carrier has failed to substantiate that position with any credible evidence.

In Award 16279 we held that "...Carrier is required to make a reasonable rather than a minimal effort to locate senior employees." In Award 11743, involving the same parties, the same rule, and a related dispute, we stated that the rule imposes a burden on Carrier to make a reasonable effort to communicate with an employee and we held that four attempted calls were reasonable. In the instant case, with no emergency situation existing, we cannot consider one attempted call a reasonable effort. Therefore we shall 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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: R. W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of January 1974.