

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20466  
Docket Number SG-20404

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company:

On behalf of Signal Maintainer C. D. Bradshaw for 2.7 hours' overtime pay account not used for overtime on his territory on February 21, 1972.

/Carrier's File: D-6941/

OPINION OF BOARD: Claimant is a Signal Maintainer on regularly assigned territory out of Tulsa, Oklahoma. On February 21, 1972 signal trouble developed on claimant's assigned territory between the Tulsa interlocking and Carrier's main classification yard at Tulsa, outside of claimants regular working hours. Claimant had not registered absent and Carrier's wire chief made one effort to call claimant by telephone.

The uncontroverted record shows that claimant's wife answered the telephone and that the wire chief, without identifying himself, asked if claimant was home. When informed that he was not, the wire chief hung up and called another signal maintainer to perform the repair work.

In the handling on the property, Petitioner contended that the wire chief hung up the telephone before claimant's wife could inform him that claimant was picking up his son at school and would return in 15 minutes. The record shows that claimant called the wire chief approximately 15 minutes after being called.

Thereafter, on April 12, 1972 the instant claim was filed alleging a violation of the Agreement in particular Rule 19:

"Rule 19. Employees assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and will notify the person designated by the Management where they may be called. When such employees desire to leave their home station or section, they will notify the person designated by the

"Management that they will be absent, about when they will return, and when possible, where they may be found. Unless registered absent, regular assignee will be called."

Pursuant to rules such as Rule 19, a reasonable effort must be made to call the maintainer on whose territory the trouble develops. In our considered judgement the single telephone call by the wire chief, in the facts shown on this record, did not constitute such requisite reasonable effort. Therefore, the claim shall be sustained.

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 Employee involved in this dispute are respectively Carrier and Employee 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: A. W. Paul  
Executive Secretary

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