

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24929
Docket Number SG-24914

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Seaboard System Railroad

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

(a) Carrier violated the current Signalmen's Agreement, as amended, particular Rule 17, when it required or permitted other employees to perform service on Mr. McGriff's assigned territory on October 25, 1981.

(b) Carrier should now compensate claimant McGriff eight (8) hours at his time and one half rate of pay.

[General Chairman file: Claim 34-(17)-81 E. G. McGriff
Carrier file: 15-17(82-1011) G]

OPINION OF BOARD: This is a dispute in which the Claimant, Signal Maintainer E. G. McGriff maintains that on October 25, 1981 following a problem that occurred the previous night, the Carrier did not meet its obligations under Rule 17 which reads in pertinent part:

"Rule 17. SUBJECT TO CALL

Employees will be free to leave their home station after regular tour of duty. However, signal employees assigned to or filling maintainer positions will notify the signal supervisor and chief dispatcher, on their respective territory, of their residence and telephone number, if they have a telephone, and will respond as promptly as conditions will permit, when called for service outside of regular assigned working hours; signal maintainers and assistant signal maintainers who desire to be off "subject to call" will notify the dispatcher on their respective division that they will not be available for calls, and will advise him when they expect to return. Unless registered absent, as above, the regular assignees, or employees filling such positions, who can be called by telephone or reside within calling distance and calling facilities are available, will be called first for trouble on their assigned section or territory. In event regular assignee, or employee filling the position, is not available, or needs assistance, other available employees covered by this agreement may be used."

On October 25, 1981, Carrier maintains that it called both telephone numbers in an attempt to reach Claimant McGriff and that such attempts constitute recognized procedures under Rule 17. After failure to locate the Claimant they proceeded to contact and utilize another employe on Claimant's assigned territory in complete compliance with the Agreement in force. The Claimant maintains that he had not signed off, was available for duty and as the Supervisor was aware of his attendance on Sunday at Church related activities and that installation of a switch not being an emergency, the Carrier did not truly attempt to contact him as the alleged call occurred when he was at church and the majority of work occurred after he was home in the afternoon.

After careful review of the record as handled on the property the Board firmly holds that Rule 17 does not obligate the Carrier to go beyond calling the telephone number(s) requested by the employe and that this the Carrier did on two occasions. The Board can find nothing in the record to substantiate Agreement contravention by the Carrier in its failure to make a reasonable effort to contact Claimant. There is nothing herein which was presented on the property to substantiate a violation of Rule 17 by the Carrier and therefore the claim must be denied. This is consistent with past Awards of the National Railroad Adjustment Board (see Third Division Award 16288).

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 Employes involved in this dispute are respectively Carrier and Employes 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

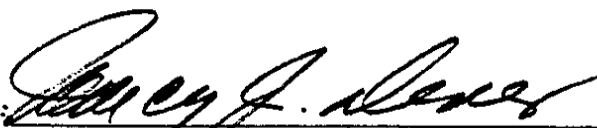
That the Agreement was not violated.

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 30th day of July 1984.