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NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 30919
Docket No. SG-31025
95-3-92-3-823

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

Claim on behalf of D. J. Gibbs for payment of four (4) hours at the overtime rate, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Appendix P, when it failed to call the Claimant for service performed at the Pavonia Hump on January 21, 1991. Carrier File SG-384. GC File No. RM-2188-58-1091. BRS File No. 8862-CR."

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 waived right of appearance at hearing thereon.

According to the Carrier, a snow emergency existed in the area of Pavonia, New Jersey, on January 21, 1991. (Although the Organization questioned this fact in its Submission, we must accept it as true as it was not challenged during the handling of the dispute on the property.) To deal with the emergency situation, the Carrier ordered employees, including Maintainers D. Palumbo and E. Engelbrecht, to cover territory that included the Pavonia Hump. These two employees apparently were scheduled to come on duty at 7:00 P.M.

At 6:10 P.M., the C&S Trouble Desk received notice that there was a malfunction in the present detector (PD) light at the hump. Palumbo and Engelbrecht were directed to handle this signal trouble at 7:00 P.M. The Organization asserts the Carrier should have called the Claimant, who was the senior employee on the call list at the time. The Organization bases its claim upon Appendix "P" of the Agreement, that provides "... a procedure for calling C&S Department employees for trouble involving Maintainer's work outside their regular working hours." Appendix "P" reads, in pertinent part, as follows:

- "5. Qualified employees may have their names added to or removed from the list at their request if written notification is given to the Supervisor C&S forty-eight (48) hours in advance. Such employees must be able to report to the headquarters of the territory involved within one hour to call in the territory in which they have indicated a desire to be called.
 6. The Signal Maintainer assigned to that position in the section involved will, if he has added his name in accordance with Item 5 above, be listed first on the calling list for his section. If more than one Signal Maintainer have the same responsibilities and territory, they will be listed in class seniority order.
- * * *
8. Employees will be called from the appropriate list for work in the order in which their names appear on the list.
 9. A reasonable effort will be made to comply with the procedure outlined above, but this shall not be permitted to delay getting a qualified employee to report promptly at the point necessary to cope with the situation."

The Carrier responded to the claim by arguing that paragraph 9 of Appendix "P" does not require it to have called the Claimant from home when there were employees on duty who could perform the work with less delay. It notes the 15 minutes it took until Palumbo and Engelbrecht came on duty and went to the hump was less than the hour the Claimant would have been allowed to report to work.

There is merit in the Carrier's argument. The purpose of Appendix "P" is to establish a procedure for calling employees after hours. It is applicable only when the Carrier chooses to call someone. We have not been referred to any provisions in the Agreement requiring the Carrier to call an employee as soon as trouble is reported. It may, at its option, wait until another employee comes on duty. In this case, Palumbo and Englebrecht were coming on duty in less than an hour. The Carrier elected to have them do the work upon their arrival. The Organization apparently had no objection to their being on duty for emergency snow coverage. As long as they were at work, they could have done the necessary work, and the Carrier had no need to call anyone else, including the Claimant. The Agreement, therefore, was not violated.

AWARD

Claim denied.

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 8th day of June 1995.