

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 44651
Docket No. SG-45902
22-3-NRAB-00003-200371**

The Third Division consisted of the regular members and in addition Referee Andria S. Knapp when award was rendered.

**(BROTHERHOOD OF RAILWAY SIGNALMEN
PARTIES TO DISPUTE:
NATIONAL RAILROAD PASSENGER
CORPORATION (AMTRAK)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the National Railroad Passenger Corporation (Amtrak).

Claim on behalf of M.K. Friedeborn, for 4 hours at his overtime rate; account Carrier violated the current Signalmen’s Agreement, particularly Appendix B-4 when on May 30, 2018, Carrier used a Signal Test Maintainer, Tamir Houston to work the Trouble Desk without using the designated call list, thereby causing the Claimants a loss of work opportunity. Carrier’s File No. BRS-SD-1280. General Chairman’s File No. AEGC-10291. BRS File Case No. 16163-NRPC(S). NMB Code No. 172.”

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 were given due notice of hearing thereon.

In their Agreement, the parties have negotiated an order of precedence for employees to be called out in the event unexpected overtime work is necessary. (Rule 32). In most circumstances, the senior qualified employee is entitled to be offered overtime before it is assigned to a junior employee.

In addition, the parties have negotiated a call-out procedure designed to ensure that the senior employee entitled to work the overtime is contacted and offered the opportunity to work before the work is assigned to a junior employee.

Appendix B-4, Southern and Western District states in relevant part:

Procedure for Calling C&S Department employees for trouble involving Maintainer's Work Outside Their Regular Working Hours.

A form showing the information included in the attached sample will be used to record the calling and response to calls for work outside of employees' regular working hours.

Subject to other provisions of this Agreement, a calling arrangement will be established by the Assistant Division Engineer C&S E/T and the Organization's designated representative jointly.

On the basis of the calling arrangement, the form (as attached) will be prepared by the Supervisor C&S and placed in the hands of the employees designated to make calls and record responses to calls for work. The names of the persons so designated will be furnished to the Local Chairman and the General Chairman.

All of the information called for on the form must be recorded at the time the employee is called.

Note: At the time the employee is called, he will indicate his Hours of Service status.

The Signal Maintainer assigned to that position in the section involved will ... 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 shall not be permitted to delay getting a qualified employee to report promptly at the point necessary to cope with the situation.**
- 10. In the application of this understanding two calls will be made to the first six (6) employees whose names appear on the calling list. A second call will not be required where such employees are identified as not at home on the first call. One call will be made to other individuals on the list. [Employees on the call list are required to keep the Carrier informed of the telephone numbers where they can be reached, including both their work and home numbers.]**
- 11. The forms referred to herein will be kept in the office where they are completed for a period of not less than three months and they will be available for review by the General Chairman and Local Chairman, B.R.S.**

....

The Claimant is a Signal Maintainer headquartered at Dock Tower, this dispute arose on May 30, 2018, when the Carrier allegedly assigned a Signal Test Maintainer to work overtime without using the designated Call List to offer the work first to the Claimant, who was senior to the employee assigned and whose name appears above the employee who was assigned the work on the call out list. On May 29, 2018, another employee had signed up for pre-planned overtime for Erie/Lack signal maintenance from 3:00 a.m. to 7:00 a.m. on May 30, 2018. however, later on May 29, 2018, at 9: 15 p.m., that employee marked off, meaning that management needed to call someone in to perform the planned work, scheduled to begin at 3:00 a.m. on May 30. According to the Organization, the individual working the Trouble Desk at the time was not a Trouble Desk-qualified employee. He reviewed the Call Out List, but called employees' Carrier-issued contact phone numbers (work phones), not their personal (home) contact numbers. Pursuant to Appendix-B-4: Paragraph 7, Paragraph 3: "Using an employee's work number to contact an employee not currently working on the property does not fulfill the requirements of the Call Out procedure."

The Claimant did not answer the call to him. However, Signal Test Maintainer

Tamir Houston accepted the call and took the assignment, working 3:00 a.m. to 7:00 a.m on May 30, 2018. According to the Organization, Test Maintainers are to be asked last for regularly assigned signal maintenance coverage.

The Organization contends that the Carrier violated the callout procedure when it called and offered the work to the Test Signal Maintainer instead of the Claimant, who was the senior qualified employee on the call-out list. A copy of the “Newark – East Section Call-List (as of May 21,2018)” is in the record, and Claimant’s name appears above Houston’s.

The Carrier responds that the Carrier did not violate the Agreement. On the Call-out List in the record, the space for Claimant's home phone number is blank; that is, there is no home phone number at which Claimant can be contacted. Paragraph 7 in Appendix B-4 states: “Employees subject to call for work outside of their regular tour of duty under this Agreement must keep their name, address and telephone number on file with their supervisor.” The Call-Out Procedure was followed here. The Call-Out List was used to call the Claimant on the only number he provided, his Work-issued cell phone. The Claimant had his work phone turned off; the next person on the Call-Out List was contacted, as provided for in the Call-out procedure. The Claim should be denied.

The parties have established detailed call-out procedures, which include the responsibility for employees on the Call-Out list to provide the Trouble Desk with telephone numbers where they can be reached, including their home numbers. On the Call-Out List here, the Claimant failed to provide a home telephone number. The only telephone number listed for him is his work number, a cell phone.

It is the Board’s considered opinion that an employee who fails to provide current and correct telephone numbers on the Call-Out List cannot then complain when they are not called off that list. The List is only as good as the information on it, and employees have the responsibility to notify their supervisor of how they can be reached if an overtime opportunity becomes available. The Carrier cannot be found to have violated the Call-out procedure when it does not have contact information for an employee on the list, due to the employee's failure to provide that information.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

Dated at Chicago, Illinois, this 15th day of December 2021.