

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30097
Docket No. SG-30736
94-3-92-3-551

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Norfolk Southern Railway Company

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Norfolk Southern (former Southern Railway) Railroad:

Claim on behalf of Traveling Signal Maintainer C.B. Wham, headquarters St. George, SC, assigned work days 7:30 AM to 4:30 PM Monday through Friday for the following:

- (a) Carrier violated the Signalmen's Agreement, particularly Rule 4 and 49, when they called adjoining Signal Maintainer M.R. Beverage at Columbia, SC to repair signal failure on Signal Maintainer Wham's assignment at Maple street, Summerville, SC, Mile Post 22.96 on Sunday May 12, 1991, when Claimant was available.
- (b) Carrier now be required to compensate Signal Maintainer C.B. Wham for 5 hours overtime he was denied on his assignment on Sunday May 12, 1991, when Carrier called and use (sic) adjoining Signal Maintainer M.R. Beverage to repair signal failure on Signal Maintainer Wham's assignment and did not call Mr. Wham. Claim is to be in addition to any other pay he has received or due him because of this violation." Carrier file SG-GNVL-91-16. GC File SR-2591. BRS Case No. 8752-SOU.

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

Petitioner contends that on May 12, 1991 and June 2, 1991, he was not called to respond for emergency service, instead Carrier used a Maintainer from an adjacent territory to perform the work. Carrier responds that on both dates, it first attempted to contact Claimant by telephone, and when it was unable to do so it called an employee from another territory to perform emergency work.

Carrier has submitted evidence to support its arguments that an appropriate attempt was made to reach Claimant by telephone, but he did not respond. Also, there is other evidence that Claimant was not at his telephone at the times of the calls on the two dates involved. The signal failure needed timely response. In the circumstances present, the Agreement was not violated when an employee from an adjacent territory was used, because Claimant was not available.

The claim is without merit. It will be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin / lw
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 4th day of April 1994.