Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 35577
Docket No. MW-35154
01-3-98-3-892

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

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes
(Duluth, Missabe and Iron Range Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(1) The Agreement was violated when the Carrier called and assigned junior track laborers to perform overtime service (snow removal) in the Proctor area on November 22 and 23, 1997 instead of calling and assigning Messrs. C. Bloomquist and M. Welsh to perform said work (Claim Nos. 36-97 and 34-97).

(2) As a consequence of the violation referred to in Part (1) above, Mr. C. Bloomquist shall be allowed ten (10) hours pay at his time and one-half rate and Mr. M. Welsh shall be allowed fifteen (15) hours pay at his time and one-half rate."

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.

The facts in this case are not in dispute. On Saturday, November 22, 1997, the Carrier needed Maintenance of Way personnel to perform snow removal work. BMWE Foreman G. Love, Jr. attempted to call Claimant M. Welsh, who was headquartered at Proctor, Minnesota, for the overtime service, but his phone was busy at the time. The Foreman then called the next senior Track Laborer at that location, who responded and worked 15 hours at the overtime rate on the snow removal work.

On that same date, after making a single attempt to secure the services of Steelton, Minnesota, Track Laborer C. Bloomquist, the Foreman called and assigned three junior Track Laborers from that location to perform snow removal work in Proctor, Minnesota. The junior Track Laborers performed ten hours of service at the overtime rate.

Claims on behalf of the Claimants have been consolidated before the Board and allege that these two senior employees should have been used to perform the overtime service on November 22 and 23, 1997.

At issue in this case is whether the single phone call to Claimants Welsh and Bloomquist that resulted in busy signals at both telephone numbers were sufficient attempts to locate a senior employee for overtime work. Although the Carrier maintains it needed the manpower quickly to clear snow from areas crucial to train operations, the Board has upheld numerous claims on the basis that a single phone call does not amount to a reasonable attempt to reach an employee who is entitled to work when the call cannot be completed because of a busy signal. The Foreman should have re-dialed the phone number a second time to provide greater assurance that the proper number was dialed before proceeding to the next employee on his list. See, Third Division Awards 27701, 26562, 19658 and 4189. As noted in Third Division Award 16279: the ". . . Carrier is required to make a reasonable rather than a minimal effort to locate senior employees."

Under the circumstances presented here, we find that the Carrier's single attempt to reach each of the Claimants by telephone was not adequate and the claims must be sustained on that basis.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 24th day of July, 2001.