

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: ( System Federation No. 162, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( Electrical Workers  
(  
( Southern Pacific Transportation Company -  
( Texas & Louisiana Lines

Dispute: Claim of Employees:

1. That under the current applicable Agreements the Carrier declined to properly compensate monthly rated Lineman J. D. Ward, for maintenance work and car mileage, when dispatched by the Wire Chief on February 9, 1974, Claimant's standby day, to ascertain trouble on a noisy phone circuit west of San Antonio, Texas.
2. That, accordingly, the Carrier be ordered to compensate Communication's Department Lineman J. D. Ward for, 1) four hours pro rata pay for February 9, 1974, and; 2) three (3) dollars car mileage expenses incurred in pursuit of this call.

Findings:

The Second 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.

Claimant is a District Lineman employed in Carrier's Communications Department. As such he is a monthly rated employee assigned Monday through Friday with Saturday as a standby day and Sunday as his regularly assigned rest day. On Saturday, February 9, 1975, the sixth day of claimant's work week, he was required to check a noisy telephone circuit on the dispatcher's circuit near M.P. 279.6 between Hondo, Texas and Uvalde, Texas which he claims was beyond the territory he is responsible for. He subsequently made repairs to this circuit on the following Monday.

Claimant is claiming four hours compensation at the pro rata rate for the foregoing work performed on Saturday, February 9, 1974. He cites Rule 10 which provides, in pertinent part: "Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week" to support his claim. Carrier has denied the claim contending that claimant is paid a monthly rate so that he will be available to handle work other than ordinary maintenance and construction on his standby day and this was all that was required of him on that date of claim.

The Organization and the Carrier have placed a different construction on what they consider to be the intent of Rule 10. The Organization argues that the Rule was intended to give Carrier the right to require claimant to perform ordinary maintenance or construction work on the sixth day of his work week only in cases of emergency, while the Carrier maintains that it was intended to allow performance of urgent and unusual work which heretofore could have been required of claimant on Sunday. Both parties cite prior Awards of this Division to support their respective positions - the Organization relies on Award 1704 while the Carrier relies on Award 3445 and Award 3913.

Assuming arguendo that Carrier's interpretation of Rule 10 is correct, this Board nonetheless believes that the work required of claimant on February 9, 1974, was not of such an urgent or unusual nature as to come within the type of work that could be required of him on the sixth day of his work week. It is uncontroverted that although the problem with the dispatcher's circuit was ascertained on Saturday, February 9, 1974 repairs were not made thereto until February 11, 1974, 2 days later. Apparently Carrier was able to continue operations for two days in spite of the faulty circuit so it cannot now be argued that detection of the problem on February 9, 1974 constituted urgent or unusual work.

This Board concludes that Rule 10 was violated by Carrier on February 9, 1974 and claimant is therefore entitled to an additional four hours compensation at the pro rata rate. However, no Rule exists for the payment of mileage expenses incurred by claimant on February 9, 1974 and that portion of the claim is therefore denied.

#### A W A R D

Paragraph 1 of the Claim is sustained. Paragraph 2 of the Claim is denied.

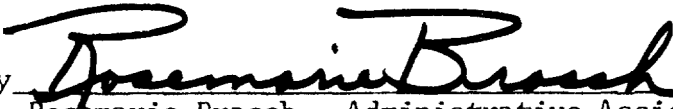
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Award No. 7039  
Docket No. 6774  
2-SP(T&L)-EW-'76

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of April, 1976.