

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 19655
Docket Number SG-19419

Frederick R. Blackwell, Referee

(Brotherhood of Railroad Signalmen

PARTIES TO DISPUTE: (

(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Transportation Company that:

(a) The Southern Pacific Transportation Company (Pacific Lines) violated the Agreement between the Company and the Employees of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958, including revisions) and particularly Rule 16, which resulted in violation of Rule 70.

(b) Mr. G. J. Wees be allowed eight (8) hours pay at his time and **one-half** rate for Thursday, **March** 12, 1970, and eight and one-half (**8-1/2**) hours pay at his **time** and one-half rate for Friday, March 13, 1970, account Gang **employees** not assigned to regular **maintenance** duties, were assigned to perform Mr. **Wees'** regular assigned duties **on** his rest days. (Carrier's File: SIG 152-271)

OPINION OF BOARD: The claim is that Carrier violated the applicable Agreement when it failed to call claimant for work on his rest days **as** required by Rule 16.

Claimant, Signal Maintainer G. J. Wees, along with Signal Maintainers R. C. Walker and R. D. Hanson, was regularly assigned to signal work in Carrier's car retarder yard at Eugene, Oregon. Claimant had regularly assigned rest days of Thursday and Friday. Eugene Yard is included in the area served by Signal Gang **#6**, which had assigned rest days of Saturday and Sunday.

On March 10, 11, 12, 13, 17, and **18**, 1970, Signal Gang **#6** was assigned to a project at Eugene Yard renewing bolts and adding shims in "inert retarders". The signal gang and the three regularly assigned Signal Maintainers worked on the project together, coordinating their activities. Claimant, Signal Maintainer Wees, worked on the project on March 10, 11, 17, and 18, but did not work on his rest days of March 12 and 13, 1970.

The claim is that, because he was regularly assigned to Eugene Yard, Signal Maintainer Wees had a preference under Rule 16 to the work performed by Signal Gang **#6** on his rest days. Carrier's position is that the members of Signal Gang **#6** were performing their usual work on their regularly assigned work days and that Rule 16 does not require an off-duty employee to be called to duty when on-duty employees are available to perform the work during their regular assigned hours. On the **property** Carrier asserted, without contradiction, that the work was not emergency work, but regularly planned maintenance.

Rule 16 reads as follows:

"Rule 16. SUBJECT TO CALL. **Employees** assigned to regular maintenance duties recognize the possibility of emergencies in the operation of the railroad, and shall notify the person designated by the Management where they may be called and shall respond promptly when called. When such **employees** desire to leave their headquarters for a period of time in excess of three (3) hours, they shall notify the person designated by the **Management** that they will be away, about when they shall return, and when possible, where they may be found. Unless registered absent, regular assigned **employees** shall be called."

The above text makes it clear that Rule 16 concerns emergencies which might require employees such as claimant to be called to work during their **off-duty** hours. But the facts of this case do not place the disputed work in this category. The disputed work was performed during the regular assigned hours of all employees who worked on **the** project, including the members of Signal Gang **#6**, and there was nothing in the nature of the work which required claimant's assistance. We conclude therefore that Rule 16 has no application to this dispute. We observe, in addition, that the Petitioner does not challenge the propriety of the members of Signal Gang **#6** working, on their regular workdays, alongside claimant on workdays of his work week, March 10, 11, 17, and **18**. We can conceive of no reason or explanation for why this is permissible on claimant's work days, but becomes impermissible on claimant's rest days unless he is called to work overtime on those days. Accordingly, and on the whole record, we conclude that Carrier properly assigned the work and we shall deny the claim.

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

That the parties waived oral hearing;

That the Carrier and the **Employees** involved in this dispute are respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this **23rd**

day of March 1973.