

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 34055
Docket No. SG-34436
00-3-98-3-68**

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

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Union Pacific Railroad Company (former Missouri Pacific)**

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad (former Missouri Pacific):

Claim on behalf of R.M. Urban for payment of 25 hours and 45 minutes at the straight time rate, account Carrier violated the current Signalmen's Agreement, particularly Article 10(b) of the Vacation Agreement, when it distributed more than 25 percent of the workload of a vacationing employee to the Claimant between June 10 and June 15, 1996, without assigning a relief employee. Carrier's File No. 1016547. General Chairman's File No. 96-22-T-A. BRS File Case No. 10558-MP."

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.

Between June 10 and June 14, 1996, the Claimant, Senior Communications Technician R. M. Urban, was one of 12 Communications Technicians headquartered at Fort Worth, Texas. These communications Technicians, or Field Technicians, the so-called Fort Worth Group, are responsible for the area from Abilene to Tyler, Texas, and from Waco (not including Waco) to Sherman, Texas.

The Field Technicians headquartered at Fort Worth are assigned territories over which they are responsible for "installation and maintenance" of the Carrier's signal system. They also perform "restoration of service" duties (trouble tickets) throughout the territory from Abilene to Tyler and Waco to Sherman, Texas. Field Technicians are assigned "restoration of service" from a call out list that changes constantly. These employees receive a monthly rate of pay.

Between June 10 and June 14, 1996, Communication Technician William Schumacher took an emergency vacation. During his vacation, all installation and maintenance on his East Territory was deferred. However, while Schumacher was on vacation, the Claimant made three "restoration of service" calls on the East Territory. The Claimant's primary area of responsibility is the South Territory.

On June 28, 1996, the Organization filed a claim on behalf of Senior Communications Technician R. M. Urban contending that between June 10 and June 15, 1996, he was required to assume the duties and perform more than 25% of the workload of Schumacher's assignment. Specifically, the Organization alleged that the Claimant was required to work a total of 25 hours and 45 minutes on the East Territory while Senior Communications Technician Schumacher was on vacation. This was more than 25% of Schumacher's assignment, according to the Organization, and therefore the Claimant is entitled to an additional 35 hours and 45 minutes of compensation.

The Carrier denied the claim noting that all the work for which the Claimant was seeking additional compensation involved "restoration of service" calls. None of the work involved "installation and maintenance" which had been deferred during Schumacher's vacation.

The Carrier maintains that as a monthly-rated employee the Claimant is responsible for emergency restoration of service throughout the area for which the Fort Worth Group is accountable. Therefore, when the Claimant worked on trouble tickets on the East Territory, the Carrier contends that he was merely providing service for

which he was compensated in accordance with Rule 7 of the applicable Collective Bargaining Agreement.

Neither Article 6 nor Article 10(b) of the National Vacation Agreement was violated in this case, in the opinion of the Board. It must be stressed that all the work for which the Claimant is seeking additional remuneration involved "restoration of service" calls. As a monthly-rated Communications Technician, the Claimant could be assigned this service on any of the territories for which the Fort Worth Group is responsible. Assignment to a specific territory did not give a Field Technician the exclusive right to "restoration of service" calls on that territory.

Inasmuch as the Claimant could be assigned trouble tickets from a call out list, he was not performing the work of Senior Communications Technician Schumacher who was on vacation. The Claimant was not required to perform regular "installation and maintenance" work that Schumacher performed on the East Territory. Rather, he was assigned to restore service on this territory for which he received a monthly rate of pay pursuant to Rule 7 of the Collective Bargaining Agreement. Accordingly, there was no violation of the National Vacation Agreement and the claim must be denied as a result.

AWARD

Claim denied.

ORDER

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

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of May, 2000.