

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37634
Docket No. SG-38075
05-3-03-3-510**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of K. D. Smith, for 16 hours at his time and one-half rate of pay, account Carrier violated the current Signalmen's Agreement, particularly Rules 16 and 5, when it forced the Claimant to relieve the signal maintainer at Lovelock, Nevada, requiring him to standby and be available for call service on the weekend of September 21 and 22, 2002, and then refused to compensate the Claimant for this service. Carrier's File No. 1340940. General Chairman's File No. W-16-205. BRS File Case No. 12716-UP."

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.

Claimant Signalman K. D. Smith was a regularly assigned Signalman on Signal Gang No. 4507 headquartered at Wendover, Nevada. He held a five-day position with Saturday and Sunday as rest days.

On Saturday, September 21 and Sunday, September 22, 2002, the Claimant was in Reno, Nevada, on personal business. Reno, Nevada, was not the Claimant's assigned headquarters location. According to the Organization, Reno is approximately 500 miles from the Claimant's residence.

The Claimant asked Signal Manager P. Braden, if he could respond to overtime calls if any occurred on Saturday, September 21, 2002, while he was in Reno, Nevada, on personal business. Manager Braden allowed the Claimant to accept overtime calls on Saturday, September 21, 2002. Because this was not the Claimants' assigned headquarters location, Manager Braden agreed to reimburse him for his lodging and travel expenses. The Claimant received five hours of overtime for Saturday, September 21, 2002 and two hours of travel time. He also received two hours of travel time for Sunday, September 22, 2002.

On November 6, 2002, the Organization filed a claim on behalf of Signalman Smith for eight hours' compensation at the time and one-half rate for Saturday, September 21 and Sunday, September 22, 2002. The Organization argued that the Claimant was entitled to this compensation pursuant to Rule 16 (Subject to Call) because he was "forced" to relieve the Signal Maintainer position headquartered at Lovelock, Nevada; and was "required" to be available for calls the weekend of September 21 - 22, 2002, on a territory 500 miles from his residence. Lovelock, Nevada, encompasses Reno and the surrounding area.

Rule 16(C) provides, in pertinent part, that:

"Regularly assigned signalmen required to be available for call on rest days while temporarily relieving signal maintainers . . . who are scheduled to be available for call on such days . . . will be allowed minimum of eight (8) hours compensation at rate of time and one-half. . . ."

Contrary to the Organization's contention, the Claimant did not temporarily relieve the Signal Maintainer's position on the weekend of September 21 - 22, 2002. Nor was he required to be available for call on his rest days. Rather, he asked his Manager if he could respond to overtime calls, if any occurred, on Saturday, September 21, 2002, while he was in Reno, Nevada, on personal business. Thus, any overtime that he worked on this rest day was voluntary. There is no evidence that the Claimant told his Manager that he would be available for calls the entire weekend that he was in Reno with his spouse.

Inasmuch as the Claimant did not temporarily relieve the Signal Maintainer at Lovelock, Nevada, on his rest days and was not required to be available for call on his rest days, he was not entitled to the compensation provided in Rule 16(C). His claim is 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 19th day of October 2005.