

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Award No. 38003
Docket No. SG-37781
06-3-03-3-137

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman 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 (UP):

Claim on behalf of W. J. Brown, for 12 hours and 30 minutes at his time and one-half rate of pay, account Carrier violated the current Signalmen’s Agreement, particularly Rule 16, when it called another employee instead of the Claimant for overtime service between M.P.-42.0 and M.P.-52.0 on the Livonia Sub., on February 18, 2002, and deprived the Claimant of this work opportunity. Carrier’s File No. 1311484. General Chairman’s File No. S-16-259. BRS File Case No. 12479-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.

The incident precipitating this claim arose on February 18, 2002, when the Carrier called Signal Maintainer N. Scarsons out for overtime work from 7:30 A.M. until 8:00 P.M. The Organization filed a claim on behalf of Signal Maintainer W. J. Brown on March 18, 2002. In its claim the Organization asserted that Brown, as the first person on the call list, should have been called for the overtime in lieu of Scarsons. In support of its position, the Organization cited Rule 16, Note 2, which states:

“The Local Chairman and Local Management may agree to establish lists or other means in which to determine which employees are to be called under this rule, subject to review by the General Chairman and Labor Relations.”

The Carrier denied the claim on May 13 and it was appealed on May 21, 2002. By letter of June 27, 2002, the Carrier denied the appeal. In that denial, the Carrier pointed out that the cited Rule deals with the selection of employees during an emergency. The Carrier pointed out that because the work at issue was anticipated and scheduled, it was not emergency work under the meaning of Rule 16 and its attached Notes.

Based on our review of the evidence in this case, we conclude that there is nothing refuting the Carrier's contention that the work at issue was not emergency work, but rather had been anticipated and scheduled. Based upon that fact alone, Rule 16 does not apply. Accordingly, the claim must be denied.

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 October 2006.