

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

William M. Edgett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company:

(a) That the Union Pacific Railroad Company violated the current Signalmen's Agreement, effective April 1, 1962, when it failed and/or declined to properly apply Rules 3, 4, and 38, when it assigned the claimants listed above (below) to positions with working hours commencing at 5:30 A. M. and with rest days of Wednesday and Thursday, commencing on March 29, 1968.

(b) That Mr. J. D. Starr be allowed \$503.18, Mr. A. M. Martinez be allowed \$444.64, and Mr. J. J. Keever be allowed \$407.13, for dates and hours shown and described in Attachment A attached hereto.

[Carrier's File: A-10425]

NOTE: Attachment A referred to in paragraph (b) above is included in Brotherhood's Exhibit No. 7.)

EMPLOYEES' STATEMENT OF FACTS: There is an agreement between the parties to this dispute bearing an effective date of April 1, 1962, which is by reference made a part of the record herein. Particularly pertinent to this dispute are rules 3, 4, and 38, pertinent portions of which read:

Rule 3 (b):

"FIVE DAY POSITION. On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday."

Rule 3 (f):

"DEVIATION FROM MONDAY-FRIDAY WEEK. If in position or work extending over period of five days per week, and operational problem arises which the carrier contends cannot be met under the provisions of this rule, Section (b), and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, and if the parties fail to agree

General Chairman of the Organization on the instant dispute, the Carrier's position with respect to the claim was fully discussed. During each of the aforementioned conferences the General Chairman was fully apprised of the fact that the change in the work week assignment was necessary because of the operational problem that existed. At no time until his letter of September 10, 1969, which was almost a year and one-half after the dispute arose, did he even question the necessity or the fact that a problem did exist, but simply stated that he opposed a change in the work week assignment because his Local Chairman was not agreeable to doing so.

In the conferences on August 26, 1969, and in previous discussions in conference, the Organization's General Chairman was advised of all material facts relating to the operational problem as well as of other instances where the work week assignment of Signal Gang employes under exactly similar circumstances and conditions had been changed in the same manner without protest or complaint. In fact, it was brought to his attention that during the months of February and March, 1968, that the Carrier had implemented similar changes on the South Central District for signal forces assigned with the 1968 System Steel Relay Gang without protest or complaint either by or in behalf of his constituents. This is supported by Vacancy and Assignment Bulletins attached as Carrier's Exhibits H-1 through H-6.

(Exhibits not reproduced.)

OPINION OF BOARD: After carefully weighing all of the facts and circumstances shown by Carrier this Board is, nevertheless, of the opinion that the claim filed by the Brotherhood must be sustained.

It should be understood, however, that this ruling is limited to its facts and should not be taken to mean that Carrier may never deviate from the days off specified in Rule 3(b).

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of July 1971.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.