

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21747
Docket Number SG-20923

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company
(Pacific Lines)

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

Claim No. 1:

(a) That the Southern Pacific Transportation Company 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) That Mr. G. G. Shaw be allowed compensation in accordance with rule 70 for the following time:

DATE	TIME & ONE-HALF	DOUBLE TIME
April 29, 1973	16 hrs.	3 hrs.
April 30, 1973	8 hrs.	3 hrs.
May 1, 1973	8 hrs.	7 1/2 hrs.
May 2, 1973	16 hrs.	2 hrs.
May 3, 1973	1 hr.	

/Carrier's file: SIG 148-224/

Claim No. 2:

(a) That the Southern Pacific Transportation Company 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) That Mr. R. G. Poulson be allowed compensation in accordance with rule 70 for the following time:

DATE	TIME & ONE-HALF	DOUBLE TIME
April 29, 1973	16 hrs.	3 hrs.
April 30, 1973	8 hrs.	3 hrs.

May	1, 1973	8 hrs.	7 1/2 hrs.
May	2, 1973	16 hrs.	2 hrs.
May	3, 1973	1 hr.	

/Carrier's file: SIG 148-2257

Claim No. 3:

(a) That the Southern Pacific Transportation Company 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) That Mr. D. R. Wise be allowed compensation in accordance with rule 70 for the following time:

DATE	TIME & ONE-HALF	DOUBLE TIME
April 30, 1973	8 hrs.	3 hrs.
May 1, 1973	8 hrs.	7 1/2 hrs.
May 2, 1973	16 hrs.	2 hrs.
May 3, 1973	1 hr.	

/Carrier's file: SIG 148-2267

OPINION OF BOARD: At approximately 8:00 A.M. on Saturday, April 28, 1973, fire broke out in some cars loaded with aerial bombs in the receiving yard at Roseville, California and the bombs began exploding. By the time the series of explosions ceased, 21 cars of bombs had exploded, causing the destruction of 20 sets of yard tracks and appurtenances -- including signal facilities -- for about 500 feet, leaving in their place three huge craters 15 to 20 feet in depth. On Sunday, April 29, 1973, Carrier began calling (in addition to track and other forces) signal employees assigned to Signal Gangs 8, 9, 2A and 2B to undertake signal work. Varying numbers of men in these gangs were used daily through May 3, 1973. Signal Maintainer J. R. Simmons, who was assigned to the maintainer district on which the bomb destruction occurred, and Leading Signal Maintainer S. E. Bradley were also called. These two men performed substantial amounts of overtime work.

The above consolidated claim is in behalf of three signal maintainers who the Organization contends were entitled under Rule 16 to be called out for the overtime hours specified in the claim. Two of

the claimants were regularly assigned to signal maintainer districts (territories) adjacent to the district where the destruction occurred. The third claimant (D. R. Wise) was assigned to a signal maintainer district that was not adjacent to the district where the bomb damage took place, but he had the same headquarters as Signal Gang 8. All three claimants, and also the employees who performed the work, were in the same seniority district.

Rules 16 and 70 read:

"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."

"Rule 70. LOSS OF EARNINGS. An employee covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement shall be reimbursed for such loss."

The question presented is whether the signal gang employees were used for construction work or for maintenance work. The record shows quite clearly that they were used for construction work. Since these employees were so used, and since Leading Signal Maintainer Bradley and Signal Maintainer Simmons performed all such signal maintenance work as arose during the period and at the location involved in the subject consolidated claim, said claim is without merit.

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:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1977.