

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22070
Docket Number SG-22016

Robert A. Franden, Referee

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

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

(a) the Southern Pacific Transportation Company (Pacific Lines) has violated the agreement between the Company and its Employees in the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective October 1, 1973, particularly the Scope rule, when Employees who are not covered by the agreement were used to perform work defined by the Scope rule of the current agreement on October 17, 1975.

(b) Mr. J. Hicks, Mr. D. W. Doerksen, Mr. C. A. Harvey and Mr. G. R. Shappard each be allowed compensation for three (3) hours and thirty (30) minutes at straight time rate and for three (3) hours at overtime rate at their respective applicable rates of pay for October 17, 1975.

[Carrier file: SIG 148-2557

OPINION OF BOARD: Although the two lines have merged there are in effect on the Southern Pacific agreements between the Carrier and the former Pacific Electric Railway Signalmen (PE) and the Southern Pacific Railway Signalmen (SP). Separate seniority rosters are maintained. The dispute herein arose when PE signal employees were used to perform work contractually reserved to the SP signal employees.

Effective at 7:00 P.M. on October 16, 1975 BRAC commenced a strike against the Carrier and established picket lines at various points. A court injunction was obtained by the Carrier and the pickets were withdrawn by 6:00 P.M. on the 17th of October. While the pickets were in place the SP signal employees refused to cross the lines to report for work.

At 2:00 A.M. on October 17 there was a report that a gate had been hit and would be in need of repair. The Carrier decided to wait until the following morning and effect the repair with the regularly scheduled signal gang. The next morning the regularly scheduled signal gang which was entitled to perform the work under the Agreement refused to work their positions as it would necessitate crossing the BRAC picket line.

Sometime between 12:00 noon and 2:00 P.M. the Carrier assigned the repair work to certain PE signal employees. It is the position of the Carrier that because the Claimants voluntarily refused to work they were "unavailable" so as to warrant the Carrier's use of employees other than those contractually entitled to the work.

We find the claim herein to be without merit. The Carrier is under no obligation to rearrange its work so as to accommodate employees who are voluntarily absenting themselves from work. Once the Claimants made themselves unavailable the Carrier exercised its prerogative in assigning the work to the PE employees.

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;

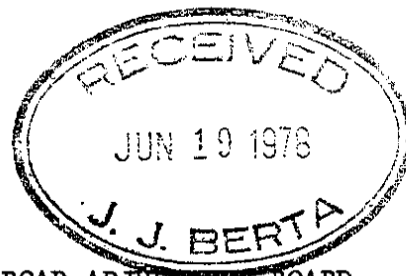
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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 31st day of May 1978.