

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24876
Docket Number SG-24458

Martin F. Scheinman, Referee

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

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

On behalf of Signal Maintainer E. O. Rosebure, Colton East, with headquarters at West Colton, California, for overtime a Signalman worked on a signal maintenance territory adjoining Mr. Rosebure's, a minimum call twice on October 19, 1980, and once on October 20, 1980, for a total of 8 hours at one and one half times the signal maintainer rate of pay, pursuant to Rules 19 and 72 of the Signalmen's Agreement. [Carrier file: SIG 148-319]

OPINION OF BOARD: At the time this dispute arose Claimant, E. O. Rosebure, was regularly assigned as a Signal Maintainer at West Colton, California. During the claim period, the Signal Maintainer assigned to Claimant's adjoining Signal Maintenance territory was on vacation. A Signalman was used on trouble calls on the vacationing Signal Maintainer's territory.

The Organization contends that Carrier's failure to use Claimant on trouble calls on October 19, 1980 and October 20, 1980, violates Rule 19 of the Agreement. That rule reads:

"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."

The Organization maintains that Carrier should have assigned Claimant, instead of the Signalmen it actually assigned to cover trouble calls during the claim period. The Organization points out that a Signal Maintainer is classified in Rule 8(a) of the Agreement, while a Signalman is classified in Rule 9. In the Organization's view, a Signalman cannot be assigned to maintenance duties and, therefore, is not subject to call under Rule 19. However, the Organization asserts that a Signal Maintainer is assigned maintenance duties and, therefore, is subject to call under Rule 19. Thus, the Organization concludes that Carrier erred by assigning a Signalmen to cover trouble calls while a Signal Maintainer was on vacation. Accordingly, the Organization asks that the claim be sustained and that claimant be granted a total of eight hours pay at one and one-half times the Signal Maintainer rate.

Carrier, on the other hand, denied that it violated the Agreement. Carrier asserts that the relief employee and not Claimant was properly used on the trouble calls of October 19 and 20, 1980. It points out that the relief employee holds the position of the vacationing Signal Maintainer until 7:00 a.m. on the day upon which the vacationing employee returns to service. Since the trouble calls occurred before seven a.m. October 20, 1980, the day the regular Signal Maintainer returned to work, Carrier concludes that it acted appropriately here. Accordingly, Carrier asks that the claim be rejected on procedural grounds.

It is the generally accepted rule that a vacationing employee's position is protected by his relief until the beginning of the trick when the vacationing employee returns to work. Here, the vacation ended at 3:30 p.m. on Friday, October 17, 1980. The vacationing man returned to service at 7:00 a.m. on Monday, October 20, 1980. Thus, he was properly registered absent until that time.

The trouble calls occurred between Friday, October 17 and 7:00 a.m. Monday, October 20. As such, they properly belonged to the relief employee, since he protected the vacationing man's position until 7:00 a.m., October 20. Thus, Carrier acted in accordance with the Agreement and generally accepted practice when it used the relief employee instead of Claimant on trouble calls on October 19 and October 20, prior to 7:00 a.m.

In addition, we have reviewed the Awards cited by the Organization. Those Awards are not relevant here since they do not involve vacations and the right of a relief employee to be used on trouble calls after the vacation has ended but before the vacationing employee returns to work. For the foregoing reasons, the claim is rejected.

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

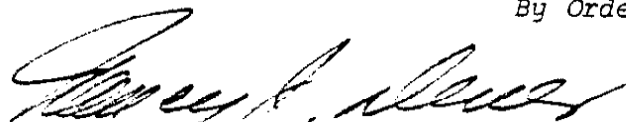
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of June, 1984