

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30874
Docket No. SG-30473
95-3-92-3-316

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(Union Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the Union that:

Claim on behalf of Brothers L. R. Parott et al, for five (5) hours and thirty (30) minutes each, at time and one-half their respective rates of pay, account of Carrier violated the current signalmen's Agreement, as amended, particularly Rule 7, when it required them to perform standby service on December 21st, 1990, between 3:30 pm and 9:00 pm."

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 waived right of appearance at hearing thereon.

As a result of the anticipation of an ice storm, Claimants were instructed to make themselves available from 3:30 P.M. to 9:00 P.M. on December 21, 1990. These were hours outside of assigned hours.

Originally, Claimants were told to stand-by in a motel after their regular shifts ended at 3:30 P.M. However, after request from the Claimants to be allowed to stand-by at their homes because of the closeness of Christmas, and having received assurances that they would remain available, Claimants were permitted to stand-by

at their homes. At 9:00 P.M. Carrier called Claimants and released them from duty. Claimants were not called in because the storm missed the area.

Claimants submitted this claim for stand-by time for payment pursuant to Rule 7 (a) and (b) that states as follows:

"(a) The hourly rates listed in Rule 26(a) of this agreement are for an eight (8) hour day. Service performed outside of the regularly established work period by hourly rated employees shall be paid for as hereinafter provided.

(b) Overtime hours, either prior to or following and continuous with regularly established working periods, shall be computed on the actual minute basis and paid for at the rate of time and one-half."

Carrier denied the requested payment. Carrier argues that Claimants were not held for duty between 3:30 P.M. and 9:00 P.M.. It also claims that no service was actually performed for Carrier between 3:30 P.M. and 9:00 P.M.

Whether stand-by duty should be viewed as compensated service has been previously litigated between these same parties involving the same language. In Third Division Award 1675 the Board determined an individual in stand-by service was entitled to compensation. We agree with that rationale.

We see no difference in the entitlement to pay whether Claimants remained in a motel or were permitted to await call at their homes. This is because we conclude that even though at home while on stand-by individuals are under the control and direction of Carrier.

As to a remedy, we will sustain the claim of Claimants R. D. Cooner and J. D. Crump. They were in stand-by status. However, the record evidence established that Claimant L. R. Parrott was not home awaiting call. Claimant Parrott is entitled to no compensation.

AWARD

Claim sustained in accordance with the Findings.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 10th day of May 1995.