

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 35015
Docket No. SG-35239
00-3-99-3-96

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

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

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Union Pacific Railroad Co. (former Southern Pacific):

Claim on behalf of P. Munoz, Jr., for payment at the time and one-half rate for the overtime worked on his maintenance territory, account Carrier violated the current Signalmen’s Agreement, particularly Rule 13, when it would not allow the Claimant to work overtime assignment on his assigned maintenance territory. Carrier’s File No. 1116677. General Chairman’s File No. SWGC-1790. BRS File Case No. 10796-SP.”

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 were given due notice of hearing thereon.

The Claimant, a Signal Maintainer on the Delano District, asserts a right to overtime as a result of work (sliding relays) performed by Signal Construction employees in that district. The Organization relies upon Rule 13 (Subject to Call) which states, in

pertinent part, “. . . employee assigned to a maintenance territory or plant will be called for all service on his assigned territory, unless registered absent.”

This claim will be denied on two grounds.

First, the claim is too general. Indeed, the claim does not even specify when the alleged violation occurred. Further, during the handling on the property, those dates were not demonstrated.

Second, the Carrier points to the Claimant's duties as a Signal Maintainer as defined in the Signal Maintenance Inspection Test and Standard Instruction Manual. According to the Carrier, the Claimant's defined duties as a Signal Maintainer do not include signal construction work. The Carrier asserts that the claimed work was performed by a construction gang. Thus, the Carrier argues that there is a distinction between signal maintenance and construction work and the Claimant, as a Signal Maintainer, is not entitled to be called for construction work. See also, Third Division Award 27574 (“ . . . the Carrier was not obligated to assign the Signal Maintainer on November 10 to work which had for two days been performed by the Signal Construction Crew.”) In this record, the Organization has not rebutted the Carrier's position and demonstrated that the Claimant, a Signal Maintainer, was entitled to be called for construction work or that the work performed was Signal Maintainer's work.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of October, 2000.