

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 39143
Docket No. SG-38563
08-3-NRAB-00003-040568
(04-3-568)

The Third Division consisted of the regular members and in addition Referee Lisa Salkovitz Kohn when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(BNSF Railway Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Burlington Northern Santa Fe:

Claim on behalf of W. E. Behm II, for 8 hours at the pro rata rate, account Carrier violated the current Signalman’s Agreement, particularly Attachment 5 (Rule 15(b) from former AF&SF Agreement), when on September 1, 2003, (Labor Day Holiday) Carrier required the Claimant to remain at his home station and work the holiday but was not properly compensated for being required to remain at his home station on the holiday. Carrier’s File No. 35 04 0001. General Chairman’s File No. 03-102-BNSF-33-K. BRS File Case No. 13004-BNSF.”

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.

At the time of this dispute, the Claimant held the position of Vacation Relief Signal Maintainer. On August 28, the Claimant's Supervisor directed him to work on September 1, 2003, Labor Day. According to the Organization, the Claimant told his Supervisor that he already had plans for the holiday, but the Supervisor told him, "There are no Holidays on the railroad." On August 29, the Claimant's name was listed for first shift on Labor Day on the white message board at his work headquarters. The Claimant subsequently worked eight hours on the Labor Day holiday, and was paid eight hours at time and one-half for the hours that he worked, in addition to eight hours straight time as holiday pay. The Claimant was not paid anything under Rule 15(b) for being required to stand by to work on the holiday.

The Organization contends that in addition to the compensation paid, the Claimant should have received eight hours at the pro rata rate for being required to be available to work on the holiday. The Carrier contends that the Claimant was not entitled to standby pay, because he was told in advance to report to work his regularly assigned work shift, not to standby to be called to work.

Rule 15 – Required to Stand by of Attachment 5, cited by the Organization, reads, in relevant part, as follows:

"(b) On designated rest days or on one of the designated holidays which falls on a day that would otherwise be considered a workday, an employee who is requested by a Company officer to remain at his home station on such days shall be allowed a payment of eight hours at the pro rata rate for each day or portion thereof so held in a 24-hours period computed from the starting time established for workdays. In addition, and limited to such a holiday, such employee will be paid holiday allowance if qualified therefor. Additionally, on designated rest days and holidays as referred to herein, such employee will be compensated under the call or overtime rule for any work actually

performed under proper instructions on such days. Such advance notice as may be possible will be given employees whom it is desired to have remain at home station during any portion of their rest days and/or designated holidays as mentioned herein."

It is true that the Carrier is required under Rule 15(b) to compensate an employee when the employee is required to remain at his home station available for work on rest days or holidays. However, the Claimant was not required to remain at his home station and was not on standby on Labor Day 2003; instead, he was told in advance that he was assigned to work that day. Therefore, the Claimant is not entitled to standby compensation under Rule 15(b).

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 7th day of July 2008.