

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 43524  
Docket No. SG-44430  
19-3-NRAB-00003-170555**

**The Third Division consisted of the regular members and in addition Referee Paul Betts when award was rendered.**

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

**STATEMENT OF CLAIM:**

**“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:**

**Claim on behalf of R.G. Carter, J.B. Dobernig, Jr., RA Muller, R.W. Simmons, and H.L. Tobias, for 6 hours each at their respective overtime rates of pay, and 17.5 hours each at their respective double-time rates of pay, account Carrier violated the current Signalmen's Agreement, particularly Rules 10 and 65, when on April 27, 2016, it held the Claimants on standby service in the lodging facility on their rest day in order to be ready for service, and then refused to compensate them accordingly. Carrier's File No. 1658722. General Chairman's File No. S-10, 65- 1568. BRS File Case No. 15665-UP."**

**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.**

**In the instant claim, the Organization alleges the Carrier violated the Agreement when, on April 27, 2016, it held the Claimants on standby service in a hotel on their rest day in order to be ready for service, and then refused to compensate them.**

**At the time in question, the Claimants were working an “8x6” schedule. The work cycle for the 8x6 schedule would have normally ended on April 26, 2016. Due to a cutover project requiring additional forces, the Claimants were required to work an evening overtime shift on Wednesday, April 27, 2016.**

**The Organization argues a) the Claimants were required to remain on standby at Carrier-provided lodging in order to rest and work a cutover project the following day, despite it being at the end of their regular work cycle, b) although April 26, 2016 was the end of the normal work cycle for the Claimants, they remained under Carrier control and were not free to return home on their normal go-home day, and c) the Carrier failed to compensate the Claimants for the time spent on standby service.**

**The Carrier argues a) the Claimants were never placed on standby status and were never under the complete control of the Carrier, b) the conflicting statements provided by the parties create a genuine dispute of fact, c) the Organization failed to meet its burden, and d) the remedy requested is excessive and unwarranted.**

**After a thorough review of the record, the Board finds the Organization has met its burden of proof. The Carrier violated the Agreement when it held the Claimants on standby service in the lodging facility on their rest day in order to be ready for service, and then refused to compensate them accordingly.**

**The Carrier argues a dispute of fact exists between the conflicting statements provided by the Manager and Claimants. The Board respectfully disagrees. Here, the Claimants were told to be on time and ready for work for the April 27, 2016 shift. Although the Carrier’s Manager did not tell the Claimant’s they were specifically on standby status, the Claimants were not free to do as they pleased. The Board has recently ruled in the Organization’s favor where similar fact patterns were presented. (See Third Division Award No. 43154).**

**Based upon the fact pattern presented here and the totality of the discussion above, the Board finds the Carrier violated Rules 10 and 65. As such, the Board sustains the claim.**

Although the Board may not have repeated every item of documentary evidence, nor all the arguments presented, we have considered all the relevant evidence and arguments presented in rendering this Award.

**AWARD**

**Claim sustained.**

**ORDER**

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 27th day of March 2019.**