

Award No. 11482

Docket No. SG-11243

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Railroad Company that:

(a) The Carrier violated the Signalmen's Agreement, effective October 1, 1936, as amended, when it caused and required Traveling Signal Maintainer E. O. Clark to perform signal maintenance work at Salt Creek Switch, which is off his regularly assigned signal maintenance territory, from 7:30 A.M. until 10:30 A.M. January 4, 1958.

(b) The Carrier now compensate Mr. E. O. Clark for three (3) hours at his overtime rate of pay. [Carrier's File: 135-613-77, Case No. 49 Sig.]

EMPLOYES' STATEMENT OF FACTS: Prior to January 4, 1958, Mr. E. O. Clark had been regularly assigned to a monthly-rated position of Traveling Signal Maintainer, with headquarters at Clinton, Illinois, and territorial limits and maintenance duties as follows:

Mile Post P 0 to P 48, Decatur District.

Mile Post N 4 to N 100, Havana District.

Mile Post B 9 to B 48, Peoria District.

Highway crossing facilities on Route 66, Pontiac, Illinois.

All interlocking facilities outside of home signals at G. M. & O. and Wabash Railroad junctions at Pontiac, Illinois, on the Illinois Division.

Maintenance of 18 highway flashing light signals, 11 highway wig-wag signals, 1 highway crossing bell, 1 automatic interlocking plant 100%, and facilities outside of home signals on Illinois Central Railroad at six interlocking plants.

“(g) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment. (Amended Sept. 1, 1949)” (Emphasis ours.)

Instead of following the procedure outlined in their agreement, the parties have progressed a claim to this Board that is without basis, and it should accordingly be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to January 4, 1958, Claimant, E. O. Clark, had been regularly assigned to a monthly-rated position of Traveling Signal Maintainer.

In Petitioner's original Submission we note the following:

“The Carrier stated in its letter of January 27, 1958, that neither the regular Maintainer nor the Maintainer adjoining to the south were available. It further stated, ‘We maintain that Mr. Clark can be used on any other Maintainer's territory in an emergency in the same manner that any other Maintainer can be called.’ In this instance, the Brotherhood is not denying the Carrier the right to call and use the claimant as it did. However, we do contend that he should be allowed additional compensation for having performed overtime work off his assigned territory.”

This is reiterated in Petitioner's Rebuttal to Carrier's original submission.

Section 72 of the Agreement which makes provision for the establishment of monthly rated positions contains the following:

“(d) No overtime is allowed for time worked in excess of eight (8) hours on regular work days, on holidays, or on the sixth day of the work week, . . .”

Claimant, a regularly assigned Traveling Signal Maintainer was called to make some emergency repairs while he was under pay and within the hours of his regular assignment as is specifically permitted by the rules of the Agreement. There is no provision in Section 72 for an allowance of additional compensation for work performed away from an employee's regularly assigned territory and this Board is powerless to read it into the Agreement.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1963.