

**Award No. 12467**

**Docket No. SG-13443**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Joseph S. Kane, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**JOINT TEXAS DIVISION of Chicago, Rock Island and Pacific  
Railroad Company — Fort Worth and Denver Railway  
Company (Burlington-Rock Island Railroad Company)**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Joint Texas Division of the Chicago, Rock Island and Pacific Railroad Company, Fort Worth and Denver Railway Company, that:

(a) The Carrier violated the current Signalmen's agreement, as amended, particularly Rules 14 and 23, when it failed and/or refused to allow additional compensation for monthly rated Signal Maintainers, B. R. James, Dobbin, Texas, and Joe R. Zalesak, Tomball, Texas, who were required to work in excess of eight hours per day performing routine signal maintenance work in connection with the operation of a Mannix plow over their respective territories on various dates during November and December, 1960.

(b) The Carrier should now be required to compensate Signal Maintainer James for one (1) hour at his overtime rate of pay for each of the following dates: November 17, 18, 22 and 24, 1960.

(c) The Carrier should now be required to compensate Signal Maintainer Zalesak for one and one-half (1½) hours at his overtime rate of pay for each of the following dates: November 29, 30, December 1, 2, 5, 6, 7, 8, 9, 12, 13 and 14, 1960.

(d) As long as Signal Maintainers James and Zalesak, or any other Signal Maintainer on the Joint Texas Division, claim time for being required to report prior to their regular starting time account operation of Mannix plow on their territory, notice of denial on Forms 351 are to be considered unacceptable and rejected, with claims being on a continuing basis as long as these maintainers are required to perform extra maintenance work without adjustment in their salary as provided for in the Signalmen's Agreement. [Carrier's File: Jt SG-3]

of their assignment and Sunday as their rest day. None of the overtime claimed was on a Saturday or Sunday, and the Petitioner cannot show any contractual provision to validate the payment of overtime for Claimants for any work performed Monday through Friday for a monthly-rated employee. Rule 23(d) does provide for a method of adjusting the monthly rate by negotiation, but the overtime as provided for a daily-rated employee is not applicable to monthly-rated employees as has been claimed for Claimants on the dates named in this dispute.

Since there is absolutely nothing in the agreement providing for overtime pay on the regularly-assigned five work days for monthly-rated signalmen who are involved in this claim, an award denying these claims is mandatory.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The Claimants were monthly rated Signal Maintainers with regular assigned working hours from 7:00 A.M. to 12:00 Noon, and from 1:00 P.M. to 4:00 P.M. They perform regular signal maintenance work five days per week, Monday through Friday. On various dates during November and December, 1960, they were required to work in excess of eight hours per day and thus seek additional compensation for such overtime work.

It was the contention of the Claimants that Rule 14 of the Agreement provided for an overtime rate for work performed in excess of eight hours for any one day.

The Carrier contended that Rule 23 provided for payment to monthly rated employees and Rule 14 applied to hourly rated employees.

We are of the opinion that Rule 23 applies to monthly rated employees and that the complainants' compensation is provided for in that Rule. Furthermore, from the record and Agreements presented, we are of the opinion that Rule 14 applies to hourly rated employees.

Hence we are of the opinion that since the Claimants are monthly rated employees, they must pursue their remedies under Rule 23 and not Rule 14.

**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 30th day of April 1964.