



Award No. 16362

Docket No. SG-16961

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Missouri Pacific Railroad Company:

On behalf of Signal Foreman C. W. Fleming, and Signal Maintainer Jack R. Taylor, for 2.7 hours and 5 hours' overtime pay respectively, for work they performed on Saturday, March 26, 1966; this to be paid in addition to pay already received. [Carrier's File: B 225-484.]

EMPLOYES' STATEMENT OF FACTS: Claimants are paid on basis of a monthly rate which covers work subject to the Scope of the Signalmen's Agreement performed on the position to which assigned during the first five days of the work week and other than ordinary maintenance and construction work on the sixth day of the work week. Compensation in addition to the monthly rate is due for any work on the seventh day.

On Saturday, March 26, 1966, Carrier assigned electricians to make changes in electrical power lines which affect the general office building at Kansas City. The work, planned a week or more in advance, was performed on a Saturday to avoid interrupting the work of clerks and other personnel in the general office building.

When the electricians cut off the power to make their changes, it was necessary to set up a portable power plant to keep the Centralized Traffic Control machines in the general office building in operation.

Foreman Fleming worked from 7:30 A.M. to 10:15 A.M., setting the portable power plant in operation. He claimed 2.7 hours' punitive pay, on the basis this was ordinary rather than emergency work.

Signal Maintainer Taylor was instructed to run the portable power plant while the Electrical Department had the power turned off. He claims five hours' punitive pay on the basis he also performed ordinary maintenance rather than emergency work.

The Local Chairman filed the claim on May 9, 1966, on the basis Carrier's denial of the payment claimed constituted a violation of the Scope and Rule 600, particularly paragraphs (b) and (c). It was subsequently handled in the

OPINION OF BOARD: The Claimants herein were a monthly rated signal foreman and a monthly rated signal maintainer. Rules 600 (b) and (c) of the applicable Agreement read:

"(b) The following employees will be paid on the basis of a monthly rate as provided in paragraph (a):

Foreman and Assistant Foreman.
One Retarder Yard Maintainer, Kansas City.
One Retarder Yard Maintainer, Little Rock.

Maintainers, except:

Maintainers where more than one shift is assigned on a maintenance territory; Maintainers assigned to a maintenance territory within the limits of an interlocker; Maintainers assigned to a maintenance territory within terminal switching limits of St. Louis and Kansas City,

may be either monthly or hourly rated.

Employees occupying positions regularly assigned to perform road work.

Employees paid on basis of a monthly rate will be assigned one regular rest day per week, Sunday if possible, which is understood to extend from midnight to midnight. Rules applicable to hourly rated employees will apply to service on such assigned rest day, and to ordinary maintenance or construction work on the sixth day of the work week. The straight-time hourly rate for such employees will be determined by dividing the monthly rate by 211. Future wage adjustments, so long as monthly rates remain in effect, shall be made on the basis of 211 hours per month.

(c) Except as provided in paragraph (d) of this rule, the monthly rate provided for herein shall be for all work subject to the Scope of this Agreement performed on the position to which assigned during the first five (5) days of the work week and shall include other than ordinary maintenance and construction work on the sixth day of the work week. 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 salaries of these positions may be taken up for adjustment."

At Kansas City, Missouri, the Carrier has a large electronic classification hump yard. The office of the General Manager for the Western District is located adjacent to the hump yard. The train dispatchers are located in the same building as the General Manager's office and operate centralized traffic control machines, controlling traffic on the line east toward St. Louis. The electric power for the General Manager's office, the centralized traffic control machines and the hump yard was fed through a sub-station at the east end of Kansas City Yard. It was decided by the Carrier that certain changes should be made in the equipment at the sub-station in order to improve the efficiency of operation. The change in the equipment at the sub-station was made by Electrical Department employees not here involved. The Carrier states that after the new equipment was put in place at the sub-station it was necessary to shut off the electrical power in order to do the necessary re-wiring at the sub-station. The Carrier also states:

"Since the power for the General Manager's office would be turned off, plans were made to perform the work on Saturday, March 26, 1966, when the work of the office would be disturbed the least. Shutting off the power to the General Manager's office also shut off the power to the CTC machines. In order for the CTC machines to continue to function during the time the power was shut off, signalmen set up portable generators to supply electricity for the CTC machines."

The claim before the Board is in behalf of the monthly rated foreman and maintainer for overtime rate for setting up and operating the portable generator while the power from the sub-station was cut off.

The Petitioner contends that the work performed by the Claimants on the Saturday involved was "ordinary maintenance or construction work," as referred to in Rule 600 (b) and was thus payable under the overtime rules. The Carrier contends to the contrary.

The Board has given careful consideration to the arguments advanced by and in behalf of the parties. We will not attempt to define what, under all circumstances or conditions, is or is not "ordinary maintenance or construction work" as that phrase is used in Rule 600 (b). In the case before us, however, it appears that the work performed by the monthly rated foreman and maintainer on the sixth day was work which would ordinarily be performed by them during their regular work week, Monday through Friday, but was planned to be performed on Saturday when the work of the General Manager's office would be disturbed the least. We do not think that it was the type of work, which, under the circumstances here involved, was contemplated would be performed by monthly rated employees on the sixth day of the work week without additional compensation. We will, therefore, sustain the claim.

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 was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1968.

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