

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20324
Docket Number SG-20028

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: [Brotherhood of Railroad Signalmen
(Houston Belt & Terminal Railway Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Houston Belt & Terminal Railway Company that:

Claim No. 1.

Carrier pay to Signal Maintainer J. K. Payne additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
March 13, 1971	12:01 A.M. - 2:40 A.M.	2-2/3
March 14, 1971	6:30 A.M. - 9:00 A.M.	2-2/3
March 14, 1971	9:10 A.M. - 11:50 A.M.	2-2/3
March 14, 1971	6:00 P.M. - 8:40 P.M.	2-2/3
April 3, 1971	12:01 P.M. - 2:40 P.M.	2-2/3

[Carrier's File: 601.529]

Claim NO. 2.

Carrier pay to Signal Maintainer D. J. Hill additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
April 3, 1971	12:05 A.M. - 2:45 A.M.	2-2/3
April 3, 1971	8:00 A.M. - 10:40 A.M.	2-2/3
April 3, 1971	12:05 P.M. - 2:45 P.M.	2-2/3
April 3, 1971	6:00 P.M. - 8:40 P.M.	2-2/3
April 4, 1971	1:00 P.M. - 3:40 P.M.	2-2/3

[Carrier's File: 601.528]

Claim No. 3.

Carrier pay to Signal Maintainer P. A. Semien additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
March 6, 1971	7:00 A.M. - 8:00 A.M.	2-2/3
March 6, 1971	9:05 P.M. - 10:05 P.M.	2-2/3
March 7, 1971	11:15 A.M. - 12:30 P.M.	2-2/3
March 7, 1971	3:45 P.M. - 5:00 P.M.	2-2/3
March 13, 1971	6:15 A.M. - 7:00 A.M.	2-2/3
March 13, 1971	7:50 A.M. - 8:30 A.M.	2-2/3
March 14, 1971	3:35 A.M. - 9:00 A.M.	5 I-It-s-25 Min.
March 14, 1971	5:00 P.M. - 6:30 P.M.	2-2/3

[Carrier's File: 601.430]

OPINION OF BOARD: The Employees assert that the herein claim should be sustained under the **time limit** rule, or upon the **merits**.

The **time limit** contention is based on the **presumption** that a "daily time slip" constitutes a **claim** which the Carrier was obligated to disallow in **writing under** the **time limit** rule. It is well settled that a **time slip** does not constitute a **claim within the meaning of the time limit rule and**, thus, the Employees' contention concerning **time limits must** be rejected.

With respect to the merits, the Employees say that the Claimants, Signal **Maintainers**, should receive additional compensation on account of work which they performed on their off duty hours and rest days. The basis of this argument is that **Rules 312 and 306 are paramount over Rules 600 and 602**, which are said by **Carrier** to control the dispute. With respect to **Rules 312 and 306**, it suffices to say that the **Claimants** would be entitled to additional **compensation** if such rules were controlling. **Rules 600 and 602, in pertinent part, read as follows:**

"Rule 600. The following **minimum** rates of pay are hereby incorporated in and made apart of this agreement and they will **remain** in full force and effect until and unless changed in the **manner provided in** the **Railway Labor Act**, as amended.

Per Month (Effective **April 1, 1972**)

* * * *

(b) Signal Maintainer \$1,041.52"

"(a) Rule 602. The following employees will be paid on the basis of a monthly rate as provided in Rule 600.

* * * *

5. Signal Maintainer

"(b) **Employees** paid on **basis** of monthly rate **will** not be required to perform ordinary maintenance or construction work on the sixth or seventh day (rest days) or holidays of their work week, but will perform emergency work as necessary to restore signal system interruptions. Time **will** be deducted if an **employee** lays off of his own accord.

(c) In the event such **employees** are required to perform ordinary maintenance or construction work on the sixth or seventh day or holidays of their assigned work week, they will be **additionally compensated** at **overtime** hourly rate. Hourly rates for monthly rated **employees** **will** be computed by dividing **monthly** rate by **211 2/3** hours. Future wage adjustments **will** be **made** on **basis** of **211 2/3** hours. 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." (**emphasis** supplied)

The **Claimants** are **monthly** rated employees by virtue of Rules **600** and **602** (a) and, as such, they came within the purview of Rule **602** (b). The underlined text of **602** (b), as **well** as the text of **602** (c), makes it quite clear that monthly rated employees are required to perform emergency work during off duty hours and rest days without **any** compensation in addition to their monthly rate. The **dispute** here involves emergency work and the **Employees** do not contend to the contrary. **Manifestly**, Rules **600** and **602** are expressly tailored to the **monthly** rated employee, and the characteristics of his work, **while** Rules **312** and **306** refer to **employees generally**. The facts here **involve monthly** rated **employees** and, thus, there is no question that Rules **600** and **602** apply. Awards **I.8962** and **19355**, involving the **same parties** and property, have previously denied claims based on essentially the same issue as presented in this dispute. We shall likewise deny this 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

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That the Agreement **was** not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulor
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of July, 1974.