

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD** DIVISION

Award **Number** 22260  
Docket Number SG-22212

Louis Yagoda, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Missouri **Pacific Railroad Company**  
(Former Chicago & Eastern Illinois  
( Railroad Company)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former Chicago & Eastern Illinois Railroad Company:

On behalf of Signal Maintainer H. F. Cartwright, Jr., headquarters at **Dolton**, Illinois, Yard Center territory, for eight hours' overtime pay account F. K. Durkee, Signal Maintainer from a gang, who is not assigned to this territory, worked from 11 p.m. April 13, 1976, until 7 **a.m.**, one of claimant's **assigned** rest days, in violation of Rule 23." /Carrier file: K **217-29/**

OPINION OF BOARD: The Claimant in this dispute is a Signal Maintainer headquartered at Carrier's Yard Center, **Dolton**, Illinois, one of three signal maintenance positions at this location. Two, including Claimant, are assigned to the first and **second** shifts and one of them (relief signal maintainer), on **rest days** of the other two plus one **extra** day on the **third** shift to give **him five** days **of work per** week.

Other signal maintainers are employed **in** other territories as well as signal gangs to perform construction work in connection with installation and relocating of signal structures and devices. One such signal gang used for construction work is headquartered at **Momence**, Illinois and Carrier's statement is not refuted that such gang normally **performs** work over a territory **that** includes Yard Center.

The instant claim arises out of a project in which Carrier had a number of remote switches and control panels for them installed by the construction gang headquartered at Momence. **Signalmen** F. K. Durkee was a member of that gang so assigned. **On** April 13, 1976, Mr. Durkee activated the control panel he had placed in operation at

**Dolton**, Illinois by turning on the power to see that the equipment operated properly and instructed the switchmen in the proper operation of the panel. He **worked** from 11 p.m. Tuesday, April 13, 1976, until 7 a.m. Wednesday, April 14, 1976, and inasmuch as they were overtime hours, was paid at time and one-half rate for said service.

During this time, Claimant was assigned to the Second Shift at Yard Center (3 p.m. to 11 p.m.) but Tuesday was one of his rest days.

Employees **invoke** Rule 23 in support of this claim.

The Board finds not disproved that the work in question was neither maintenance of equipment nor a trouble **call made** necessary by a signal failure. The record contains no refutation of Carrier's representation that the work in dispute was a valid and routine incident in setting up the operation of the new control panel prior to its being taken over by the signal maintainers. This work was within the functional scope of **Durkee**, not of Claimant. The fact that the work was performed on **overtime** hours has no effect on the determinative factors involved.

**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 not violated.

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Page 3

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: *A. W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, this 14<sup>th</sup> day of December 1978.