

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25376  
Docket Number SG-24498

W. S. Coleman, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on The Atchison, Topeka and Santa Fe Railway Company that:

1. Carrier violated current Signalmen's Agreement, particularly Article II, Section 13-(b)-2, in not compensating Foreman Elem for planned overtime on August 2, 1980.

2. Carrier should now be required to compensate Signal Foreman G. S. Elem for 8 hours at time and one-half for planned work performed on August 2, 1980." /General Chairman file: 3.13-380. Carrier file: 14-1580-180-15.7"

OPINION OF BOARD: Claimant G. S. Elem is a Signal Gang Foreman paid a monthly salary. On July 30, 1980, a derailment occurred that destroyed signal equipment. Wreckage was cleared and track work done so that trains could move through the location the same day. On Saturday, August 2, Claimant's gang worked overtime in order to have signal appurtenance ready for installation when track work was completed. Claimant, on instructions of his Supervisor, indicated on his time card that his Saturday, August 2, work was done on planned overtime. Carrier did not pay the overtime on the theory that Claimant was a monthly paid employe and, as such, he does not get paid above his monthly salary for incidental overtime. The pertinent Agreement language is as follows:

ARTICLE 13 b(2)

(b) Signal Inspectors or Signal Foremen will be paid at the rate of time and one-half only for services rendered as follows:

(2) Signal Foremen. in charge of gangs which are regularly assigned to and which work more than eight hours a day Monday through Friday and/or Saturday, shall be paid additional compensation on the basis of one and one-half times their hourly rate for such time as such gangs are assigned to and work in excess of eight hours per day. No additional compensation is to be paid the Signal Foreman for any incidental overtime in excess of the regular assignment that may be worked by the gang under his jurisdiction.

This Board has reviewed the facts of the instant case and does not agree with Carrier's analysis of the case. We are not persuaded that overtime work planned days in advance, as is the case here, meets the requirements of incidental or emergency overtime. Given the facts as presented in this record, it must be concluded that Claimant's Supervisor was correct when he instructed Claimant to submit his time on Saturday, August 2, 1980, as planned overtime.

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,

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois this 15th day of April 1985.