

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36223
Docket No. SG-35707
02-3-99-3-680**

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Burlington Northern Santa Fe Railway

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka & Santa Fe Railway (ATSF):

Claim on behalf of R. P. Olivier for payment of four hours at the time and one-half rate, account Carrier violated the current Signalmen's Agreement, particularly Rule 13, when on March 17, 1988, it called the Claimant to perform overtime service and then failed to compensate him for the work. Carrier File No. SIB-98-08-07AA. General Chairman's File No. BRS 9810513. BRS File Case No. 11064-ATSF.”

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

The Claimant, a monthly rated Signal Inspector, was called to duty outside of his assigned work hours on March 17, 1998. The claim is based on the assertion the Claimant was entitled to overtime pay, which the Carrier declined.

Rule 13(c)(4) reads as follows:

“Signal Inspectors or Signal Foremen may be called and used to perform the work of a Signal Maintainer in accordance with the provisions of Rule 12 (b). In such cases, they will be paid [at the overtime rate] under the provisions of this Rule 13 (b). Signal Inspectors or Signal Foremen who direct Signal Maintainers making emergency repairs on any day Monday through Friday or on Saturday will not be allowed additional compensation.”

The Organization contends that the Claimant was called “to clear red signal trouble.” The Carrier states as follows:

“... the Signal Maintainer was unable to clear up a signal failure on his territory on Tuesday, March 17, 1998. The Signal Maintainer called the Claimant for technical assistance. Claimant responded and directed the Signal Maintainer in making the emergency repairs.”

Under the Carrier’s explanation, overtime pay is not due, as provided in the final sentence of Rule 13(c)(4). The Organization fails to state what specific work, beyond “directing,” was performed by the Claimant. Absent such information, the Board has no basis to sustain the claim.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 24th day of September 2002.