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**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 40834
Docket No. SG-40751
11-3-NRAB-00003-090006**

The Third Division consisted of the regular members and in addition Referee Lisa Salkovitz Kohn when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Northeast Illinois Regional Commuter Railroad
(Corporation (Metra)**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Rail Corp.:

Claim on behalf of R. C. Charles, for two hours and 40 minutes overtime pay, account Carrier violated the current Signalmen's Agreement, particularly Rules 15 and 17, when it failed to compensate the Claimant for overtime service he performed on Friday, November 18, 2005, when called to repair a gate malfunction at 87th and Pulaski Road on the Oak Lawn Territory. Carrier's File No. 11-12-536. General Chairman's File No. 104 SW 06. BRS File Case No. 14016-NIRC.”

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 was assigned to the position of Oak Lawn Signal Maintainer with regularly scheduled work days of Monday through Friday and regularly scheduled hours of 6:00 A.M. to 2:00 P.M. This was a monthly rated position. The Claimant's assigned territory encompassed 87th Street and Pulaski Road. On November 18, 2005, a Friday, the second shift Oak Lawn Signal Maintainer did not report to work, using a personal leave day. At approximately 5:00 P.M., the Carrier was advised of a broken gate on the Oak Lawn Signal Maintainer's territory. To repair the gate, the Carrier first sent Signal Maintainer Boatwright, a second shift Signal Maintainer assigned to a territory adjoining the Oak Lawn territory. Boatwright called for assistance to complete the work. The Carrier called the Claimant to assist Boatwright. The Claimant worked two hours and 40 minutes, but did not receive the additional payment of a "call" for performing this work.

The Organization contends that the Carrier violated Rules 15 and 17 by working the Claimant outside of his regularly assigned hours without paying him for his work on the call. Rule 17 states, in relevant part:

"CALLS (a) Employees released from duty and notified or called to perform work outside of and not continuous with regular working hours will be paid a minimum of two (2) hours and forty (40) minutes at rate of time and one-half, and when held on duty longer than two (2) hours and forty (40) minutes, time will be computed on an actual minute basis and paid for at the rate of time and one-half."

The Organization asserts that this provision entitles the Claimant to be paid for the November 18, 2005, call.

However, the Carrier asserts that there was no violation, because Rule 51 does not require that the Claimant receive additional payment for emergency service performed outside of his scheduled work hours during his regular workweek, when that emergency service is performed within the limits of his regular territory. Rule 51

governs pay to monthly-rated Signal Maintainers. With respect to overtime, the Rule states, in relevant part:

“No overtime is allowed for time worked in excess of eight (8) hours per day on the regularly assigned five (5) days per week the employee is scheduled to work, nor on the first scheduled rest day (6th day) of the work week or holidays; on the other hand, no time is to be deducted unless the employee lays off on his own accord.

On the regularly assigned five (5) days per week the employee is scheduled to work, ordinary maintenance and construction work will not be required outside of his bulletined assigned hours. This does not apply to such travel time or work a Maintainer might run into when in completing a certain job worked on during the day he might leave his headquarters or return thereto outside his regular assigned hours.

Monthly rated employees will have Sunday as assigned rest day, if possible. For service performed on assigned rest day, rules applicable to other employees of the same class shall apply as provided in Rule 15 and 17.

Such monthly rated employees will not be required to perform ordinary maintenance or construction on the sixth day of the work week nor on recognized holidays. For such service rules applicable to other employees of the same class shall apply as provided in Rule 15 and 17. Only emergency service may be required on such sixth day, which will be the service necessary to restore the signal system to safe working order.

Employees covered by this rule who are required by the Carrier to perform work outside the limits of their territory outside the assigned hours of their work week will be compensated for such service under the rules applicable to other employees of the same class as provided in Rule 15 and 17.”

The Board finds that the work that the Claimant was called to perform (to assist another Signal Maintainer originally assigned to repair a broken gate arm discovered after the Claimant's regular work hours) was emergency service, rather than regular maintenance. Therefore, the Carrier was not barred by the second quoted paragraph above from requiring the Claimant to perform the work outside of his bulletined assigned hours. However, because the work was performed on the Claimant's territory on his regularly scheduled work day, he was not entitled to additional compensation under Rule 51.

The Organization's reliance on Rule 15 and Rule 17 in this case is misplaced. Although Rule 15 states that overtime hours "shall be compensated on the actual minute basis and paid for at one and one-half times the basic straight time rate," Rule 51 specifically states that for monthly rated employees, such as the Claimant, "No overtime is allowed for time worked in excess of eight (8) hours per day on the regularly assigned five (5) days per week the employee is scheduled to work, nor on the first scheduled rest day (6th day) of the work week or holidays." The specific provisions of Rule 51 override this general overtime provision of Rule 15 in determining compensation for monthly rated Signal Maintainers. Rule 51 expressly requires compensation based on Rule 15 and Rule 17 for monthly rated employees only 1) for work performed on the employee's assigned rest day, or 2) for regular construction and maintenance work performed on the employee's sixth day, or 3) for work performed outside the limits of the employee's territory outside of the assigned hours of their workweek. Rule 51 does not require additional compensation under Rule 15 and Rule 17 where the work was emergency work performed within the limits of the employee's territory on one of the employee's regularly assigned five work days and the Organization identified no other provision that does so. Accordingly, the claim is denied.

AWARD

Claim denied.

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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 11th day of January 2011.