

Award No. 11479

Docket No. SG-11242

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Illinois Central Railroad Company that:

(a) The Carrier violated the Signalmen's Agreement, effective October 1, 1936, as amended, when it caused and required Signal Testman R. H. Harris to perform regular signal maintenance work at Toronto, Illinois, from 11:00 P. M. January 3 until 2:30 A. M. January 4, 1958.

(b) The Carrier now compensate Signal Testman R. H. Harris for three and one-half (3½) hours at his overtime rate of pay.
[Carrier's File: 135-613-78, Case No. 48 Sig.]

EMPLOYEES' STATEMENT OF FACTS: Prior to January 3, 1958, Mr. R. H. Harris had been regularly assigned to the position of Testman, with headquarters at Clinton, Illinois, and an assigned territory covering the Springfield Division. The duties of this position are the inspection, special adjustment and field testing of signal facilities.

On January 3, 1958, at 11:00 P. M., Mr. L. W. Stearns, Signal Supervisor, called Testman Harris to assist the regular Signal Maintainer in correcting signal trouble at Toronto, Illinois. Testman Harris was subsequently released from duty at 2:30 A. M. on January 4, 1958. Mr. P. Pointer was the regular Signal Maintainer on January 3, 1958, on the territory that embraced Toronto, and his headquarters was Springfield, Illinois. On that date the Signal Maintainer on the territory to the north also had Springfield as his headquarters, and the Signal Maintainer on the territory to the south had his headquarters at Waggoner, Illinois.

As Testman Harris was required to perform work outside of his regular assignment, he claimed overtime pay on his daily report of labor for January 4, 1958. On January 8, 1958, Signal Supervisor Stearns wrote the following letter to Testman Harris:

"Overtime claimed on your daily report of labor for January 4, 1958 is not allowed, in accordance with Section 72, Article 6 of the signalmen's agreement, since the work was performed on Saturday."

In conclusion Carrier submits that:

1. Claimant Harris at the time the instant dispute arose occupied a position that carried a monthly rate of pay for all service rendered, and he is not entitled to the compensation requested.
2. The work performed on the claim date was properly assigned to him as a Signal Testman.
3. The Employees failed to show that the disputed work is the exclusive property of a Signal Maintainer.
4. The rules of the agreement do not support the claim brought before the Board.

In view of the foregoing, there is no basis for this claim and it should be denied.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant, Signal Testman, R. H. Harris, contends that he had been regularly assigned to the position of Testman, with headquarters at Clinton, Illinois, and an assigned territory covering the Springfield Division; that his duties, as defined by the agreement, are the inspection, special adjustment and field testing of signal facilities; that on January 3, 1958, at 11:00 P. M., the Signal Supervisor called Claimant to assist the regular Signal Maintainer in correcting signal trouble at Toronto, Illinois; that he was subsequently released from duty at 2:30 A. M. on January 4, 1958; that at the time he was called there were Signal Maintainers available at territory, north and south, immediately adjacent to the point he was assigned to; it is his further contention that they should have been called instead of Claimant as the work he was required to perform was that of a Signal Maintainer and work outside of his regular assignment as a Testman and he, consequently, claims overtime pay for the additional reason that he was not subject to call as he was a monthly rated employee.

Carrier urges, to the contrary, that Claimant Harris was called out to correct a signal failure at Toronto, Illinois, after it developed that the regular assigned Signal Maintainer could not correct the signal failure and contends that a Signal Testman may be utilized under those circumstances. Carrier further asserts that the Signal Maintainer was not released from service until after the trouble was corrected and he was compensated under the applicable rules of the Agreement for the service rendered. The Carrier maintains that the fact the Signal Maintainer could not correct the trouble conclusively demonstrates that the disputed work was of a nature that necessitated the service of a Testman.

This Board is of the conviction that Claimant has failed to establish that the work performed on the claimed date was not properly assigned to him as a Signal Testman under Article 1—Section 4 of the Agreement, and, as at the time the instant dispute arose he occupied a position that carried a monthly rate of pay for all service rendered, he is not entitled to the compensation requested.

Our position in the instant case is supported by a recent Award 10766 (Russell).

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of June 1963.