

Award No. 15172
Docket No. SG-14606

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**JOINT TEXAS DIVISION of Chicago, Rock Island and Pacific
Railroad Company — Fort Worth and Denver Railway
Company (Burlington-Rock Island Railroad Company)**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Joint Texas Division of the Chicago, Rock Island and Pacific Railroad Company, Fort Worth and Denver Railway Company, that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rules 3, 11, 22, 23 and 39, when it required and/or permitted Signal Maintainer J. C. Haynes to work off his assigned territory, as follows:

July 24, 1962 — six (6) hours
July 26, 1962 — eleven (11) hours and thirty (30) minutes
July 30, 1962 — seven (7) hours
July 31, 1962 — fifteen (15) hours
August 2, 1962 — thirteen (13) hours
August 3, 1962 — nine (9) hours and fifty (50) minutes

(b) The Carrier be required to compensate Mr. Haynes at the overtime rate for the amounts of time shown above, or a total of sixty-two (62) hours and twenty (20) minutes.

(c) This is filed on a continuing basis and Carrier should also be required to similarly compensate Mr. Haynes for any future date he is required to work off his own assignment which he acquired by his seniority rights — such compensation to be for the amount of time he is so used off his own assignment, and is to be paid him in addition to what he may have already been paid for the above dates, or any future dates. [Carrier's File: Jt. SG-18]

EMPLOYEES' STATEMENT OF FACTS: As indicated by our Statement of Claim, this dispute is a result of Carrier's action of requiring a monthly-rated Signal Maintainer to perform work on another signal maintenance territory. A basic question for this Board to decide is whether or not a monthly-rated Signal Maintainer is entitled to additional compensation (beyond

CARRIER'S STATEMENT OF FACTS: Claimant in this case is a monthly rated signal maintainer, assigned to a Monday through Friday work week with Saturday as an availability day. His compensation is governed by Rule 23 which provides that the monthly rate covers all services rendered, with certain exceptions which are not applicable here.

On Tuesday, July 24, 1962, at about 3:30 P. M., claimant was called by the dispatcher to correct signal trouble at Signal 669 near Mabry, Texas. Claimant cleared the signal trouble at 9:30 P. M., the same date.

On Thursday, July 26, 1962, at about 12:30 A. M., claimant was called by the dispatcher to correct signal trouble Rosslyn to Belt Junction, Texas. Claimant cleared the signal trouble at 12:01 P. M. the same date.

On Monday, July 30, 1962, at 2:00 P. M., claimant was called by the dispatcher to correct signal trouble at Signal 853 near Tomball, Texas. Claimant cleared the signal trouble at 9:00 P. M. the same date.

On Thursday, July 31, 1962, at 10:30 P. M., the claimant was called by the dispatcher to correct signal trouble Casey to Rosslyn, Texas. Claimant cleared the trouble at 1:30 P. M., August 1, 1962.

On Thursday, August 2, 1962, at 8:00 A. M., claimant was called by the dispatcher to correct signal trouble at Signal 853 near Tomball, Texas. Claimant cleared the signal trouble at 9:00 P. M., the same date.

On Friday, August 3, 1962, at 8:00 A. M., claimant was called by the Assistant Signal Supervisor to correct signal trouble Casey to Rosslyn, Texas. Claimant cleared the signal trouble at 5:50 P. M., the same date.

Passenger trains Nos. 17 and 18 encountered the signal troubles referred to above on each of the dates named and due to this it was necessary to have the claimant check and repair this signal trouble, which was strictly of an emergency nature.

The agreement between the Joint Texas Division of the Chicago, Rock Island and Pacific Railroad Company — Fort Worth and Denver Railway Company and the Brotherhood of Railroad Signalmen, effective January 1, 1955, is on file with the Board and by this reference is made part of this submission.

OPINION OF BOARD: The Organization describes the issue here as follows:

"... whether or not a monthly-rated Signal Maintainer is entitled to additional compensation (beyond the established monthly rate) for work Carrier requires him to perform beyond the limits of the territory to which he had been assigned."

The Organization says such a man is entitled to additional compensation. The Carrier contends that a monthly rate is paid to a Signal Maintainer to compensate him for all services rendered Mondays through Saturdays "anywhere on the entire railroad."

The Organization says the Signal Maintainer is paid a monthly rate "for performing routine maintenance work Mondays through Fridays, and taking care of all emergency work Mondays through Saturdays, on his own territory."

Rule 23 of the applicable Agreement reads as follows:

"RULE 23.

(a) Monthly Rated Employees: Foremen and Signal Maintainers will be paid the monthly rate specified in Rule 22 and an employee assigned to the maintenance of a territory who does not return to his home station daily may be paid the applicable monthly rate referred to in Rule 22, which shall constitute compensation for all services rendered except as hereinafter provided in this rule."

The Organization contends that Rule 23 states that the monthly rate (for a signal maintainer) shall constitute compensation for all services rendered, but that just means services on that Maintainer's assigned territory. The payment of a monthly rate to a Signal Maintainer does not give, in its view, the Carrier any right to use a Signal Maintainer off his own territory, particularly because Rule 3 states quite clearly that a Signal Maintainer is assigned to "a specific territory." ". . . the monthly rate provided in the Agreement is a flat monthly rate the Carrier pays a Signal Maintainer to maintain a specific territory."

Paragraph (a) of Rule 23, previously quoted here, is a rule covering compensation for Signal Maintainers. It provides, as previously noted, a monthly rate of pay to Signal Maintainers which "shall constitute compensation for all services rendered except as hereinafter provided in this rule." (Emphasis ours.) And none of what follows supports the Organization's contentions here.

It is clearly evident that the parties here intended that a Signal Maintainer's monthly rate of pay shall constitute compensation "for all services rendered," irrespective of where rendered. The parties themselves laid down no further conditions; neither can we.

This same issue has been before this Board on many occasions, and been denied. We, too, believe a denial Award is required. (Award 14242.)

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.

AWARD

Claim denied.

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

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 20th day of January 1967.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.