



**Award Number 17941**

**Docket Number SG-18271**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**John J. McGovern, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILROAD SIGNALMEN**

**CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Burlington and Quincy Railroad Company that:

- (a) Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 13, when from October 9, 1967, to and including November 10, 1967, it required Louisiana, Missouri, Signal Maintainer R. M. Korte to suspend work on his regularly assigned position and perform maintenance on the Hannibal, Missouri, Signal Maintenance territory.
- (b) Carrier be required now to allow Signal Maintainer Korte three (3) hours' pay at the punitive rate applicable to General CTC Maintainer at Hannibal, Missouri, (\$3.308 per hour), for each of the following days:

|                  |                   |
|------------------|-------------------|
| October 9, 1967  | November 1, 1967  |
| October 11, 1967 | November 3, 1967  |
| October 13, 1967 | November 6, 1967  |
| October 26, 1967 | November 8, 1967  |
| October 30, 1967 | November 10, 1967 |

[Carrier's File: S-90-68.]

**EMPLOYEES' STATEMENT OF FACTS:** On the dates involved in this dispute, the position of CTC Maintainer with headquarters at Hannibal, Missouri was vacant. The Signal Supervisor instructed CTC Maintainer R. M. Korte with headquarters at Louisiana, Missouri, to go to the territory on which the Signal Maintainer was absent and perform certain work during the hours of his regular assignment.

Mr. Korte observed the instructions of his Supervisor, and worked on the territory of the other Maintainer on the dates involved herein. Carrier however refused to allow payment in accordance with the current agreement, and especially Rule 13, which has resulted in this dispute.

Rule 13 of the current Signalmen's Agreement reads as follows:

**"ABSORBING OVERTIME**

**Rule 13. Employees will not be required to suspend work during regular working hours to absorb overtime."**

Claim was then appealed by the General Chairman to Carrier's highest appellate officer in his letter of March 8, 1968, copy attached hereto as Carrier's Exhibit No. 8. In that letter the General Chairman again alleged that the only rule involved, and the only rule Carrier allegedly violated, was Rule 13.

Claim was declined in Carrier's letter of April 1, 1968, copy attached hereto as Carrier's Exhibit No. 9. It will be noted that this claim was declined for the same reasons outlined in another letter of the same date involving similar claims of Assistant Signal Maintainer G. W. Mc Vey, Signal Helper H. C. Johnson and Signal Maintainer C. Y. Jackson. That claim is also before the Board, having been submitted by the Union on the same date as the instant claim.

Claimant alleges that he worked at Hannibal an average of three hours on each claim date, and at Louisiana the balance of each day. In other words, he left his headquarters and returned thereto within the hours of his regular assignment on each date.

General C.T.C. Maintainers and Signal Maintainers are in the same seniority class. Hannibal and Louisiana are both on claimant's seniority district, and he was not at any time used off of his seniority district.

The schedule of Rules Agreement between the parties, effective July 1, 1952, is by reference made a part of this submission.

(Exhibits Not Reproduced)

**OPINION OF BOARD:** On the dates specified in the claim, Claimant, who is a Signal Maintainer with headquarters at Louisiana, Missouri having assigned working hours of 7:00 A.M. to 4:00 P.M. Monday thru Friday, Saturday and Sunday rest days, was required to, and did work an average of three hours between 8:00 A.M. and 11:00 A.M. at Hannibal, Missouri due to the fact that the regularly assigned Maintainer at that station walked off the job without notifying his superiors.

The Petitioner in this case relies principally on Rule 13, alleging a violation of its' provisions. Rule 13 reads:

**"ABSORBING OVERTIME**

**"Rule 13. Employees will not be required to suspend work during regular working hours to absorb overtime."**

From a review of the exchange of correspondence on the property as well as a review of the record before us, Petitioner's main thrust to bolster its' position appears to be that the mere assignment of the Claimant from his regularly assigned position to the one at issue, in and of itself ipso facto constituted an absorption of overtime resulting in a violation of the rule.

Carrier contends that Claimant began and ended his day's work at his own headquarters, having worked his normal hours, three of which were at another station; all at the pro rata rate; further that it has the right to assign an employee to work at more than one location under the provisions of Rules 20 and 21.

We disagree with the contentions of Petitioner that the mere assignment of an employee from his regularly assigned job to another in the same seniority district is automatically to be construed as absorbing overtime. The

latter is a matter of proof, of credible evidence to present to this Board to establish it as a fact that such an assignment did in fact absorb overtime. To support a rule violation, Petitioner must have shown that Claimant was required to perform the work of another position which would have to have been performed on an overtime basis by the incumbent of the latter position. Neither the facts nor the evidence support such a conclusion. We will deny the claim.

**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.

#### A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1970.