

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20324
Docket Number SG-20028

Frederick R. Blackwell, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Houston Belt & Terminal Railway Company

STATEMENT OF CLAIM: Claims of the General Committee of the Brotherhood of Railroad Signalmen on the Houston Belt & Terminal Railway Company that:

Claim No. 1.

Carrier pay to Signal Maintainer J. K. Payne additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
March 13, 1971	12:01 A.M. - 2:40 A.M.	2-2/3
March 14, 1971	6:30 A.M. - 9:00 A.M.	2-2/3
March 14, 1971	9:10 A.M. - 11:50 A.M.	2-2/3
March 14, 1971	6:00 P.M. - 8:40 P.M.	2-2/3
April 3, 1971	12:01 P.M. - 2:40 P.M.	2-2/3

[Carrier's File: 601.529]

Claim No. 2.

Carrier pay to Signal Maintainer D. J. Hill additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
April 3, 1971	12:05 A.M. - 2:45 A.M.	2-2/3
April 3, 1971	8:00 A.M. - 10:40 A.M.	2-2/3
April 3, 1971	12:05 P.M. - 2:45 P.M.	2-2/3
April 3, 1971	6:00 P.M. - 8:40 P.M.	2-2/3
April 4, 1971	1:00 P.M. - 3:40 P.M.	2-2/3

[Carrier's File: 601.528]

Claim No. 3.

Carrier pay to Signal Maintainer P. A. Semien additional time for overtime services performed on rest days, under provisions of Rule 312 of the Signalmen's Agreement, as follows:

<u>Date</u>	<u>Time</u>	<u>O.T. Hours Claimed</u>
March 6, 1971	7:00 A.M. - 8:00 A.M.	2-2/3
March 6, 1971	9:05 P.M. - 10:05 P.M.	2-2/3
March 7, 1971	11:15 A.M. - 12:30 P.M.	2-2/3
March 7, 1971	3:45 P.M. - 5:00 P.M.	2-2/3
March 13, 1971	6:15 A.M. - 7:00 A.M.	2-2/3
March 13, 1971	7:50 A.M. - 8:30 A.M.	2-2/3
March 14, 1971	3:35 A.M. - 9:00 A.M.	5 Hrs.-25 Min.
March 14, 1971	5:00 P.M. - 6:30 P.M.	2-2/3

[Carrier's File: 601.430]

OPINION OF BOARD: The Employees assert that the herein claim should be sustained under the time limit rule, or upon the merits.

The time limit contention is based on the presumption that a "daily time slip" constitutes a claim which the Carrier was obligated to disallow in writing under the time limit rule. It is well settled that a time slip does not constitute a claim within the meaning of the time limit rule and, thus, the Employees' contention concerning time limits must be rejected.

With respect to the merits, the Employees say that the Claimants, Signal Maintainers, should receive additional compensation on account of work which they performed on their off duty hours and rest days. The basis of this argument is that Rules 312 and 306 are paramount over Rules 600 and 602, which are said by Carrier to control the dispute. With respect to Rules 312 and 306, it suffices to say that the Claimants would be entitled to additional compensation if such rules were controlling. Rules 600 and 602, in pertinent part, read as follows:

"Rule 600. The following minimum rates of pay are hereby incorporated in and made a part of this agreement and they will remain in full force and effect until and unless changed in the manner provided in the Railway Labor Act, as amended.

Per Month (Effective April 1, 1972)

* * * *

(b) Signal Maintainer \$1,041.52"

"(a) Rule 602. The following employees will be paid on the basis of a monthly rate as provided in Rule 600.

* * * *

5. Signal Maintainer

"(b) Employees paid on basis of monthly rate will not be required to perform ordinary maintenance or construction work on the sixth or seventh day (rest days) or holidays of their work week, but will perform emergency work as necessary to restore signal system interruptions. Time will be deducted if an employee lays off of his own accord.

(c) In the event such employees are required to perform ordinary maintenance or construction work on the sixth or seventh day or holidays of their assigned work week, they will be additionally compensated at overtime hourly rate. Hourly rates for monthly rated employees will be computed by dividing monthly rate by 211 $\frac{2}{3}$ hours. Future wage adjustments will be made on basis of 211 $\frac{2}{3}$ hours. If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salaries of these positions may be taken up for adjustment." (emphasis supplied)

The Claimants are monthly rated employees by virtue of Rules 600 and 602 (a) and, as such, they come within the purview of Rule 602 (b). The underlined text of 602 (b), as well as the text of 602 (c), makes it quite clear that monthly rated employees are required to perform emergency work during off duty hours and rest days without any compensation in addition to their monthly rate. The dispute here involves emergency work and the Employees do not contend to the contrary. Manifestly, Rules 600 and 602 are expressly tailored to the monthly rated employee, and the characteristics of his work, while Rules 312 and 306 refer to employees generally. The facts here involve monthly rated employees and, thus, there is no question that Rules 600 and 602 apply. Awards 18962 and 19355, involving the same parties and property, have previously denied claims based on essentially the same issue as presented in this dispute. We shall likewise deny this 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

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That the Agreement was not violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July, 1974.