

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20517  
Docket Number SG-20093

David P. Twomey, Referee

PARTIES TO DISPUTE: ( (Brotherhood of Railroad Signalmen  
(Union Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad Company that:

A. The Union Pacific Railroad Company violates the current Signalmen's Agreement, effective April 1, 1962, and in particular Rule 10, Section (f) and the "NOTE" thereunder, when it assigns Signal Inspectors W. L. Jones and R. C. Youngren to perform their routine and principal duties of inspecting and testing signal appliances, apparatus, circuits and appurtenances on Saturdays, the sixth (6th) day of their work week, and then declines and refuses to compensate them at their respective time and one-half rate of pay for service rendered on these days.

B(1). Claim is therefore submitted that the Union Pacific Railroad Company is now, and shall be, required to compensate Signal Inspectors W. L. Jones and R. C. Youngren, in addition to their regular monthly rate of pay, at their time and one-half rate of pay for eight (8) hours each on Saturday, March 20, 1971, and Saturday, March 27, 1971, days which they would not have normally worked, for services rendered in the performance of their routine and principal duties of inspecting and testing signal appliances, apparatus, circuits, and appurtenances.

B(2). Under the provisions of Rule 41. Time Limits-Claims or Grievances, Section (d), of the current Signalmen's Agreement, effective April 1, 1962, this claim shall be considered as a continuing claim and shall be effective for each and every Saturday subsequent to March 27, 1971 that the conditions as stated in Sections A and B(1) above are allowed to continue by the Union Pacific Railroad Company.

OPINION OF BOARD: The Claimants in this dispute are monthly rated Signal Inspectors whose overtime pay is governed by Agreement Rule 10 which reads in pertinent part:

"(f) Nothing herein shall apply to monthly rated positions except for work performed on their assigned rest day or in accordance with the provisions of Section (e) of this rule.

"Note: Positions of signal inspector, signal foreman, assistant signal foreman, signal shop foreman and assistant signal shop foreman, will be assigned one regular rest day per week, Sunday if possible, and rules applicable to other employees covered by this agreement are applicable to service on such assigned rest days, however these positions are not subject to the hours of service rules on other days. Conditions heretofore applicable to such employees on Sunday shall hereafter apply on the sixth day of the work week."

On Saturdays, March 20 and 27, 1971, the sixth day of their work weeks, the Claimants were required to perform their regular Inspector's duties in order to bring the Carrier's inspections of its signal system into compliance with Department of Transportation requirements. The Claimants contend that they should be allowed pay at their overtime rate for that service, in addition to their basic monthly rate.

Agreement Rule 10 (f) eliminates monthly rated positions from the provisions of requiring payment of overtime except on the employees' rest day, here Sunday. None of the work in dispute is alleged to have been performed on a Sunday; hence, Rule 10 (f) does not apply.

The Employees also rely on the provision in the NOTE to Rule 10 that "Conditions heretofore applicable to such employees on Sunday shall hereafter apply on the sixth day of the work week." It is alleged that in the past overtime rate has been paid for Sunday work. That position is challenged by the Carrier, and there is no evidence in the record before us to support the allegation, nor does the Agreement show what those conditions were. Hence, we must hold that the Employees have not sustained their burden of proof, and we must dismiss 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;

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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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulson  
Executive Secretary

Dated at Chicago, Illinois, this 8th day of November 1974.