

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20610  
Docket Number SG-20185

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(  
(Chicago, Rock Island and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

(a) Carrier violated the Signalmen's Agreement, particularly Rule 62, Paragraph 4 thereof, when, on April 20, 1971, Signal Testman E. L. Rollings was required to perform ordinary maintenance and/or construction work outside his regular assigned hours and was not compensated for the overtime work.

(b) Carrier should now pay to E. L. Rollings additional time equal to two (2) hours at his overtime rate.

(General Chairman's File: AV-H-108; Carrier's File: L-130-482)

OPINION OF BOARD: On April 20, 1971, Claimant, a monthly rated Signal Testman, was required to work two hours beyond his regularly assigned tour of duty. Petitioner claims he should have been awarded overtime compensation for this service. Rule 62 relied on by Petitioner, is quoted in pertinent part:

"RULE 62. MONTHLY RATED SIGNAL MAINTAINERS: Employees assigned to the maintenance of a territory or plant will be paid on a monthly basis; except maintainers where more than one shift is assigned on a maintenance territory, maintainers assigned to a maintenance territory within the limits of an interlocker, and maintainers assigned to a maintenance territory of not to exceed 10 miles; such positions may be either monthly or hourly rated.

Such employee shall be paid not less than the minimum monthly basic hourly rate as shown in Rule 61, established for the corresponding class of employees coming under the provisions of this agreement, which shall be determined by dividing the monthly rate by two hundred eleven and two-thirds (211-2/3) hours. Employees will be paid actual necessary expenses when away from headquarters.

"No overtime is allowed for time worked in excess of eight (8) hours per day on the regularly assigned five (5) days per week the employee is scheduled to work, nor on the first scheduled rest day (6th day) of the work week or holidays; on the other hand, no time is to be deducted unless the employee lays off on his own accord.

On the regularly assigned five (5) days per week the employee is scheduled to work, ordinary Maintenance and Construction work will not be required outside of their bulletined assigned hours. This does not apply to such travel time or work a Maintainer might run into when in completing a certain job worked on, during the day he might leave his headquarters or return thereto outside his regular assigned hours."

The record indicates that Claimant, with a crew, initiated work on a power switch at 1:00 P.M. on the day in question and continued to work two hours beyond his bulletined hours to complete this work. Petitioner's argument is simply that since Claimant was required to perform ordinary maintenance and construction work outside of his assigned hours he is entitled to overtime compensation.

Carrier argues that Claimant was required to complete the work he had begun during his regular tour of duty; it is argued that this situation was contemplated by paragraph four of Rule 62, and he is not entitled to overtime pay. Carrier cites a series of Awards dealing with monthly rated signal employees in support of its position, including Award 20208 involving the parties hereto.

In essence, the Organization takes the position that the work in question should have been discontinued at the end of Claimant's assigned hours and completed on the following day: it was ordinary construction and maintenance work. The language of the fourth paragraph of Rule 62 is clear and unambiguous. It may be paraphrased to signify that ordinary construction and maintenance work will not be initiated after bulletined hours but excepts work started during the regular work day and completed after regular hours. For this reason the Claim must be denied.

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 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A.W. Paulos  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of February 1975.