

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21621
Docket Number SG-21622

David C. Randles, Referee

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

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

On behalf of Signal Foreman G. S. Drake for an additional payment of 5 hours at time and one-half his straight time hourly rate, \$1336.48 per month, the number of hours he was required to perform work of his gang outside working hours on January 19, 1975, this payment due under Rule 305 of the Signalmen's Agreement. [General Chairman file H-206]

OPINION OF BOARD: G. S. Drake, the claimant, is a monthly-rated Signal Gang Foreman with assigned hours from 8:00 A.M. to 4:00 P.M. Monday through Friday with Saturday and Sunday his rest days. On Sunday, January 19, 1975, Signal Gang Foreman G. S. Drake worked with signal gang from 6:00 P.M. until 11:00 P.M. performing emergency signal work due to a crossing signal being hit by an automobile.

The claim of the Organization is that the claimant should be paid five hours at time and one-half his straight time hourly rate, \$1336.48 per month, for the time he spent working on January 19, 1975, which was beyond his normal working hours. To substantiate the claim, the Organization cites Rule 305 of the Signalmen's Agreement: Rule 305. "When overtime service is required of a part of a signal gang, the senior employe of the gang of the class involved, who are available and desire the work, will be given preference to it. The foreman assigned to such gang shall work and be paid overtime rate for the number of hours his gang works." The Organization notes specifically the last sentence, "The foreman assigned to such gang shall work and be paid overtime rate for the number of hours his gang works.", in that the claimant in the instant matter is a foreman.

The Carrier counters the claim of the Organization by citing Rule 602 of the Signalmen's Agreement which is a special rule relating to monthly rated employes and is directly applicable to the claimant who is, in fact, monthly rated. The Carrier contends that Rule 305 is a general rule and that Rule 602 is a special rule noting by referencing past decisions of this Board that a special rule supersedes a general rule.

The Board in determining its decision in this matter shall consider Rule 602 in its entirety and then relate it to Rule 305.

"Rule 602:

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

1. Signal Inspector
2. Signal Draftsman and Signal Designer
3. Signal Maintenance Foreman
4. Signal Gang Foreman
5. Signal Maintainer
6. Reliefman - Technician

(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 2/3 hours. Future wage adjustments will be made on basis of 211 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."

Rule 602 is a special rule delineating conditions of employment for monthly rated employees. It is specific in its delineation of when such employees shall be paid an overtime rate and also that such employees will perform emergency work as necessary as part of their monthly compensation. The claimant herein worked on an emergency basis on his rest day. Rule 602 (b) specifically states that he will not be paid overtime. If it was not emergency work, he would be paid overtime - Rule 602 (c).

By being specific when monthly rated employees shall be paid overtime, and when they shall not, the Agreement, in and of itself, excludes said employees from overtime payment as delineated in Rule 305 which is general in nature.

In the instant matter the Contract not only directly expresses that monthly rated employees will not be paid overtime for emergency overtime work but also directly expresses that they shall be paid for overtime for ordinary maintenance or construction work beyond their normal work week.

Based upon the specificity of Rule 602 and the fact of its being a Special Rule taking precedence over Rule 305, a General Rule, the Board determines that the Contract was not violated.

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

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1977.