NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 23186
THIRD DIVISION Docket Number SG-23200

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the St. Louis-San Francisco Railway Company:

On behalf of Inspector E. W. Grove for payment of overtime -- 5.4 hours overtime August 1, 2, 7 hours overtime August 2, and 2.7 hours overtime August 3, 1978 -- account required to cover trouble calls during and after regular working hours on the territory of a vacationing signal maintainer." (Carrier file: D-9783)

OPINION OF BOARD: In this dispute Claimant contends that he is entitled to an aggregate of 10.8 hours overtime because he was required to correct signal trouble on August 1, 2 and 3, 1978. He argues that his work was outside of his classification as defined by Agreement Rule 2 and additionally violative of Rule 45 since he was used outside the hours of his assignment.

Carrier disputes these contentions and argues that Rule 2 does not restrict his duties solely to the inspecting and testing of signal apparatus but permits the assignment of those duties contested. It also contends that Rule 45 is inapplicable to this situation, since Inspectors are paid on a monthly rated basis which covers all service performed during the calendar month and the permitted exceptions are not present in this instance.

In our review of this case, we concur with Carrier's position. Careful analysis of Rule 2 does not indicate that Carrier can only assign Inspectors to perform inspecting and testing work but it may assign them the disputed work herein. Rule 2 is not such a restrictive provision. This interpretative assessment is further buttressed by the Organization's previous attempt to modify Rule 2 when it served a Section 6 notice on Carrier on December 8, 1975. In its bargaining proposal it sought to delete the word "principal" and restrict the Inspector's work to only inspecting and testing duties. There is no violation of Rule 2.

Similarly, we do not find a violation of Rule 45. This rule relates only to compensation and not to the type of work performed and specifies that the Inspectors and Signal Shop Foreman will be paid on a monthly basis. The permitted exceptions to the rule are not present here. Thus we must conclude that Claimant was properly assigned and compensated consistent with the intended application of these rules. Upon the record, we are compelled to 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 Employes involved in this dispute are respectively Carrier and Employes 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: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1981.