

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25851

Docket Number MS-25975

Herbert L. Marx, Jr., Referee

(Julian C. Meyer

PARTIES TO DISPUTE: (

(Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM:

"This submission is requested because the E J & E failed to compensate me for overtime services rendered on August 5, 1983, from six P.M. until ten P.M."

OPINION OF BOARD: The Claimant, a Signal Foreman, protests the failure to compensate him by additional salary payment when called for service from 6 P.M. to 10 P.M. on August 5, 1983. The Claimant was called from the Alternate Call List solely to repair a Gate Arm at a public highway crossing. The Board concurs with the Carrier's judgment that such work constituted "emergency" duty requiring immediate attention.

Claimant is paid under Rule 14, which states in pertinent part as follows:

"RULE 14

Rates of Pay of Foremen and Other Monthly Rated Employees

The monthly rate of monthly rated employees covers all service performed during the calendar month except as provided herein. All monthly rates of pay are based on 213* hours per month

Monthly rated employees assigned by the management to perform regular or ordinary service outside of regular assigned hours will be compensated at the overtime rates provided herein for such service.

On assigned rest day only emergency service may be required of a monthly rated employee. Emergency service as referred to herein is the service necessary to restore to safe-working order that section of the signal for which he is responsible.

*NOTE: Pursuant to National Agreement Dated January 29, 1975."

Pursuant to Rule 14, the Carrier states without dispute that the service involved was within the 213 hours of work in the month; the service was not of "regular or ordinary" nature, but rather was an emergency; and the monthly rate refers to "all service" (within the 213 hours).

The Claimant's submission includes reference to previous payments of overtime, allegedly as precedent for this occurrence. The language of Rule 14 is clear and unambiguous, however, and governs the circumstance here under review.

In view of this, procedural matters raised by the Carrier do not require discussion.

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Devel - Executive Secretary

Dated at Chicago, Illinois, this 13th day of January 1986.

