

Award No. 10968
Docket No. SG-9832

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen of America on the Seaboard Air Line Railroad Company that:

Mr. B. S. McGirt, Leading Signalman (CTC Apparatus Inspector), Hamlet Relay Shop, be paid at his respective overtime rate of pay for 2 hours and 40 minutes for work performed on his assigned rest day, Sunday, July 29, 1956, and Sunday, August 12, 1956. [Carrier's File No. Sig-15-3]

EMPLOYES' STATEMENT OF FACTS: Under date of **March 20, 1952**, the Carrier issued **Bulletin SC&S-32-2**, advertising for bids, in part, as follows:

"ALL SIGNAL DEPARTMENT EMPLOYES:

* * *

Bids will be received in this office up to and including March 30, 1952, for the following positions:

ONE LEADING SIGNALMAN—Hamlet, N.C., Signal Shop

(R. M. Adams vacancy)

* * *

The assigned rest days on the above positions are Saturday and Sunday of each week.

* * *

J. R. DePriest

Superintendent Communications and Signals"

[965]

Their monthly rate was for all service rendered, including occasional overtime work. When such employees were brought within the coverage of the agreement in 1951, no change was made in their rates of pay, which was compensation for all service rendered, including occasional overtime work. While they were classified in the agreement as to seniority classes in accordance with Rule 27, there was no change made in the payroll titles of such employees and they were to be paid in accordance therewith so long as they remained in the shop. While Mr. McGirt is shown on seniority roster as Leading Signaller, his title is "CTC" Apparatus Inspector." His rate of pay is higher than the rate of a Leading Signaller and is for all service rendered.

The Organization is simply trying to get the Board to re-write the special agreement of September 7, 1951. The record shows it had been the Organization's position that the monthly rates covering all service rendered **had reference to overtime and extra work**. In the instant claim it alleges that overtime referred to is confined to only overtime on regular work days and does not include service on rest days. There is no merit to such a contention and as held in Third Division Award 1401 covering a similar case, the Brotherhood's argument is "ingenious but not persuasive." There can be no question about the provision "compensation for all service rendered." It means just what it says—"all service rendered"—and if intended to mean otherwise it would have been a simple matter to have so provided.

The special agreement further provides:

"These monthly rates, of course, will be subject to future wage adjustments in line with adjustments made to other employees covered by the Signallers' Agreement. For the purpose of making future wage adjustments the hours comprehended in a month's work for these employees will be 169½ hours per month."

This clearly and unequivocally sets out the intent and extent of the 169½ hours per month—"For the purpose of making future wage adjustments." It does not change or conflict with the provision "Compensation for all service rendered."

The Organization is trying to argue in generalities against a special agreement with clear and unambiguous provisions.

There is no merit to the claim and it should, accordingly, be denied.

Carrier affirmatively states that all data contained herein has been made known to or discussed with Organization representative.

OPINION OF BOARD: This claim arose when Carrier refused to pay Claimant overtime pay for work performed on two Sundays which were his rest days.

Claimant is a monthly paid employee. He was part of a group of sixteen employees who were brought within the collective bargaining unit of Carrier's employees, represented by Signallers, during negotiation culminating in the execution of a rates and rules agreement on October 9, 1951.

On September 7, 1951, during the aforementioned negotiations, Carrier and Signalmen entered into a written agreement "that the monthly rate of pay now in effect for the following employees in the Signal Shops [naming Claimant and fifteen other employees] . . . will apply so long as these employees are employed in the Signal Shops **which will be compensation for all services rendered.**" (Emphasis ours.) Signalmen contend that the Agreement should be interpreted "to cover all service rendered, including overtime, if any, within the spread of their 5-day week assignment;" but, that overtime is to be paid for work performed on rest days.

The wording of the September 7, agreement is unequivocal. This Board has no power to qualify it. We must, therefore, deny the claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of December 1962.