Award No. 13121

Docket No. SG-12874

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Railway Company et al.

On behalf of Signal Maintainer B. H. Bradshaw for additional compensation for the month of September, 1960, because the Carrier failed and/or refused to properly compensate him in accordance with the current Signalmen's Agreement, and instructions, for all time worked and held for duty during that month. [Carrier's File: SG-15577]

EMPLOYES' STATEMENT OF FACTS: Under date of June 27, 1960, the Carrier's Signal & Electrical Superintendent: Mr. J. M. Stanfill, issued Bulletin No. 571, which included the following:

> "We have the following vacancies:
>
> Crossing Signal Maintainer (Monthly rate) Batesburg, S.C. (new)
>
> * * *
>
> Those qualified and desiring to bid on the above vacancies will submit their bids in their own handwriting to reach this office not later than 5:00 P. M., July 7, 1960, using standard forms for bidding on positions"

On July 8, 1960, Mr. Stanfill issued Bulletin No. 573, which included the following:

> "As bulletined on June 27, 1960, the following appointments are made:
>
> B. H. Bradshaw—Crossing Signal Maintainer (monthly rate) Batesburg, S.C."

This shows that the Claimant, Mr. B. H. Bradshaw, had been regularly assigned to a monthly rated position of Crossing Signal Maintainer, Batesburg, S.C., and that is the position he was working during September, 1960. As shown by our Statement of Claim, this dispute involves the question of whether or not

two referred to letters as a basis for a monetary claim is not justified.

Under the circumstances, the conclusion is inescapable that the claim which the Brotherhood here attempts to assert is not supported by the effective Signalmen's Agreement. Mr. Bradshaw was not held on duty for 24 hours on any date involved in the claim. Actually, on September 3, he was at his home in Columbia, S.C., and did not, on that occasion, protect the job to which he was assigned and for which he was paid.

Claim being without basis, the Board has no alternative but to make a denial award.

(Exhibits not reproduced).

OPINION OF BOARD: The Claimant is a monthly-rated Signal Maintainer. His rate of pay, under Rule 48 of the applicable Agreement, is based on 211 hours per month.

The 211 hours per month is arrived at on the basis of eight hours per day, six days per week, plus 28 hours per year (2⅓ hours per month) added as a holiday factor under the August 21, 1954, National Agreement.

The record is confusing as to the relief-sought-content of the Claim as processed on the property. Considering the record in its most favorable light,

the Claim is for overtime because Carrier required Claimant to stay at his assigned headquarters on Saturdays, the sixth day of the work week.

Rule 48 provides that the monthly rate shall cover all service performed, including overtime, holiday service, and service on the sixth day of the workweek up to 211 hours in any calendar month. For hours worked in excess of 211 hours per month or on any rest day the monthly rated employe is paid overtime as prescribed in the Agreement for hourly rated employes—the hourly rate for this purpose is determined by dividing the monthly rate by 211.

Also, Rule 48 provides that: (1) ordinary maintenance or constructing work not required on Sundays prior to September 1, 1949, will not be required of monthly rated employes on the sixth day of the workweek (Saturday in this case); monthly rated employes are paid for six days per week even though they may work only five days per week; and, said employes must hold themselves available for work on the sixth day.

It is the contention of Petitioner that if the Carrier requires a monthly rated employe to be at his headquarters on the sixth day of the workweek the employe is performing a 24 hour service for which he should be compensated at overtime rate.

Since Claimant was paid for Saturdays, whether or not he worked, the Carrier in the exercise of its management prerogatives, not circumscribed by the Agreement, could and did demand that Claimant hold himself available, on Saturdays, at his assigned headquarters. That this was inconvenient for Claimant or that he considered himself equally available at another geographical location is not material.

Applying the foregoing interpretation to the facts of record, Petitioner has failed to prove that Claimant worked more than 211 hours in he month of September 1960. We will 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 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 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 11th day of December 1964.