

NATION&L RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22715
Docket Number **SG-22298**

James F. **Scearce**, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Atlanta and West Point Railroad Company-
(The Western Railway of **Alabama**-
(Georgia Railroad

STATEMENT OF CLAIM: "Claims of the General **Committee** of the Brotherhood of Railroad Signalmen on the Georgia Railroad, The Western Railway of **Alabama**, Atlanta and West Point Railroad Company:

claim No. 1:

On behalf of Signal Maintainer **C. M.** Rodgers, Camak, Georgia,
for five hours and twenty minutes overtime pay for the month of September 1976.

Claim NO. 2:

On behalf of Signal Maintainer **C. M.** Rodgers, Camak, Georgia, for
\$71.65 in overtime he was not paid during ~~the~~ month of November 1976.

Claim No. 3:

On behalf of Signal ~~Maintainer~~ **C. M.** Rodgers, **Camak**, Georgia, for
\$8.62 overtime pay he was not paid during the month of December 1976.

Claim No. 4:

On behalf of Signal Maintainer **C. M.** Rodgers, Camak, Georgia, for
five hours and twenty minutes overtime pay for the month of January 1977."

OPINION OF BOARD: Claimant is a monthly-rated signal maintainer. As such,
he is compensated on the basis of 189 **2/3** hours as a
regular work month. All hours worked beyond that (and those worked on
assigned rest days) by the Claimant are compensated on a time and one-half
basis. Of importance are the provisions of **Rule 59 (b)** and (d) of the
controlling Agreement:

"(b) For service performed in excess of these stated number
of hours in any calendar **month**, employees shall receive in
addition to the monthly salary, pay in accordance with the
rules of this agreement.

"(d) **Signalmen** will perform only signal work. **Telephone-Telegraph men** will perform **only communication** work. When failures occur to either system or emergencies occur, if **an** employee assigned to the class of work is **not** available, employees of the other craft **may** be used to put the system **in** temporary working order. Permanent repairs will be **made** by employees in the craft of **the** work."

Rule 16 (b):

"Employees notified or called to perform service outside of and not continuous with regular working hours will be paid a **minimum** allowance of two **(2) hours** and forty (40) minutes at the time and one-half rate. If **held on** duty more than two hours and forty minutes, they shall be paid at the overtime rate in accordance with this Rule 16. The **time** of employees so notified will begin at the time required to report and end when released. The time of employees so called will begin at the time called and end at the time they return to designated point at home station."

Rule 18:

"Employees assigned to or filling vacancies on regular maintenance assignments may be held subject to call on the sixth day of their assigned work week or on a holiday when so notified prior to regular quitting time **on** the work day **immediately preceeding** such day. When so held, they will be given a credit of not less than eight (8) straight time hours for the stand-by time toward their **185-1/3 or 196-1/3** monthly hours, as the case may be, but if held for more **than** eight (8) hours on **any** day, will be given creditable **time** and one-half. When notified **or** called, they will be given creditable time, or pay if the monthly hours have been **reached, under Rule 16 (b)**. When not designated as subject to call, such employees will be free after their regular assigned tour of duty but unless registered absent will be called for service to be performed on their regular assigned territory."

The **thrust** of the Organization's claim is **that**, where the Claimant observed and was paid for a holiday recognized under the Agreement, he is entitled to **count** such time -- 8 hours -- toward the "build-up" of 189 **2/3** hour base for determination of overtime compensation beyond that level.

In support for its claim, the Organization asserts that: (1) such time was always counted prior to ~~the~~ time ~~that the L&N~~ Railroad -- a ~~signatory~~ to the Agreement -- began handling payroll accounts and (2), prior to, its revision, of Rule 59(d) read:

"(d) Under **Rule** 18, employees assigned to or filling maintenance positions will be given credit of eight (8) hours toward ~~their~~ 220 or 231 hours, as the case may be, for each Sunday or holiday when they are required to stand by for calls. No credit will be allowed for Sunday or holiday when employees are free from service as scheduled. Should an employee work or be held for service on his scheduled off week-end or holiday he will be given credit for each hour worked or held for service." (Underlining added for emphasis)

Taken without further elaboration, the Organization's arguments could well be controlling, but it is noted ~~that~~ Rules 59 and 16 make reference to situations where an ~~employee either~~ performs work, or is held ~~in~~ a status which requires the ~~employee~~ to forego alternative use of such ~~time~~; **Rule** 18 more directly recognizes ~~this~~ latter status as "creditable time" for computation of overtime pay. Thus, it is concluded ~~that~~ time under pay is not necessarily considered for computation of overtime pay. It should be noted that, according to Article II of the National Agreement in effect between the parties, pay for occupants of the signal maintainer classification for observed holidays is derived ~~from~~ computation on an annual salary base and that ~~employees~~ are eligible for pay for the holidays if they meet certain work criteria on days ~~immediately preceeding~~ and/or following such day. Thus, pay for holidays is not predicated upon hours actually worked but rather a calculation based upon other factors, For the foregoing reasons, we find no basis for affirming the Organization's , claims herein.

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 apprwed **June** 21, 1934;

That this Division of the **Adjustment Board** has jurisdiction **over** the dispute involved herein; and

Award ~~Number~~ 22715
Docket ~~Number~~ SG-22298

Page 4

That the Agreement was not violated.

A W A R D

Claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division'

ATTEST: *A. W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 11th day of January 1980.

