

Award No. 13122

Docket No. SG-12875

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 Brotherhood of Railroad Signalmen on the Southern Railway Company et al.:

On behalf of Signal Maintainer P. G. Lotshaw 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-15578]

EMPLOYEES' STATEMENT OF FACTS: Under date of July 8, 1960, the Carrier's Signal and Electrical Superintendent, Mr. J. M. Stanfill, issued Bulletin No. 573, which included the following:

"We have the following vacancies:

Crossing Signal Maintainer—(monthly rate) Columbia, S.C. (subject only to return of P. O. Everhart who has been off sick for 6 months.)"

On July 19, 1960, Mr. Stanfill issued Bulletin No. 575, which included the following:

"As bulletined on July 8, 1960, the following assignments are made:

P. G. Lotshaw—Crossing Signal Maintainer, Columbia, S.C."

This shows that the Claimant, Mr. P. G. Lotshaw, had been regularly assigned to a monthly-rated position of Crossing Signal Maintainer, Columbia, 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 the Carrier properly compensated the Claimant for all time worked and held for duty during that month.

Mr. Lotshaw is compensated on a monthly basis according to Rule No. 48, revised effective September 1, 1949, which states the monthly rate covers service up to 208 $\frac{2}{3}$ hours per month, except for service on assigned rest days. Article II of the August 21, 1954 Agreement added 2 $\frac{1}{3}$ hours, resulting in

Award 3992 the following quoted portion of the opinion therein is equally relevant here:

'... It is true that the Agreement does not specifically require a signal maintainer to live at or near his headquarters. We think that the assignment of a headquarters inferentially requires it. But whether it does or not, the contract being silent on the subject, it is the province of management to require it....'

'... The operation of the railroad being the function of management, and there being no Agreement provision limiting its action with respect thereto, its decision that signal maintainers must live at or in proximity to assigned headquarters is controlling.'

For the stated reasons the claim is without merit."

Award No. 5769 denied a similar claim on the basis of Award No. 5768. Thus the principle is established firmly that the Carrier, in the exercise of its managerial prerogatives, is fully justified in requiring signal maintainers to reside at their assigned headquarters. If Signal Maintainer Lotshaw, here claimant, had complied with the Signalmen's Agreement and with instructions given him by his superior officer, the here involved dispute would not have arisen. It was because of his stubbornness, in which he was supported by the Brotherhood's General Chairman, that the claim arose.

Here, as in the Wallace case, the Brotherhood is attempting to construe Signal & Electrical Supervisor Hoffman's letters of September 6 and 20, 1960 as having the effect of holding Mr. Lotshaw on duty for 24 hours on Saturdays, September 3, 10, 17 and 24, 1960, and on Sunday, September 11, 1960. Here, as in the Wallace case, neither Claimant Lotshaw nor the Brotherhood is justified in construing Signal & Electrical Supervisor Hoffman's letters as holding Mr. Lotshaw for service or work 24 hours per day. Mr. Lotshaw's attempt to use the wording of the 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. Lotshaw was not held on duty for 24 hours on any date involved in the claim. Factually, on September 3 he was at his home in Charlotte, N. C., and did not on that occasion protect the job to which he was assigned and for which he was paid. He should have been disciplined for that dereliction.

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

(Exhibits not reproduced.)

OPINION OF BOARD: The Claim herein differs from that in Award No. 13121 only in that another employee is named as Claimant.

Applying our interpretation of Rule 48 as set forth in Award No. 13121, we find the Claim herein is without merit.

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 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.