

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22715  
Docket Number SG-22298

James F. Searce, 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 approved June 21, 1934;

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

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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.

