

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13475

Docket No. 13415

99-2-99-2-8

The Second Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen Division
(Transportation Communications International Union
(CSX Transportation, Inc. (former Baltimore & Ohio
(Railroad Company)

STATEMENT OF CLAIM:

- “1. The Carrier violated Rule 3 of the Agreement when double time was disallowed on Claimant's second rest day.
2. That the Carrier be ordered to restore D.L. Waters double time which was taken from him on 12-26-97.”

FINDINGS:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Rule 3(e) states that shifts beginning prior to 12:00 Midnight on one calendar day, ending the next calendar day, are considered as being “shifts solely of the day on which started.”

Rule 3(f) provides for pay at double time for hours worked by an employee on the second rest day provided the employee has worked all assigned hours in that workweek and has worked on the first rest day of his workweek.

The Claimant is regularly assigned to the third shift, commencing at 11:00 P.M., with Thursday and Friday as rest days. He worked his regular assigned hours on Saturday through Wednesday, November 22-26, 1997. In addition, he worked his regular shift, 11:00 P.M. to 7:00 A.M. on his first rest day, Thursday, November 27, for which he was properly paid at the time and one-half rate.

The Claimant was then assigned to work on Friday, November 28, from 3:00 P.M. to 11:00 P.M. The Carrier initially paid for these hours at double time (that is, the rate applicable to second-rest-day work), but later adjusted the Claimant's pay to show pay for these hours at the time and one-half rate.

Possibly acting on the Carrier's initial double time payment, the Organization argues that the Claimant should have been paid at double time for work "on his second rest day."

The Claimant in fact worked two full shifts in addition to his regular five shifts for the workweek. Rule 3(e) is unambiguous in defining a day as the 24-hour period commencing with the time the employee is regularly assigned to start work. Here, the Claimant's sixth day (first rest day) commenced at 11:00 P.M., Thursday and ended at 11:00 P.M. on Friday. Thus, the two eight-hour periods of work were both within the Claimant's first rest day for which, after correction, the Carrier properly compensated him.

This situation can be readily distinguished from that reviewed in Second Division Award 11450.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 24th day of November 1999.