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Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 6376
Docket No. 6223
2-B&O-CM-'72

The Second Division consisted of the regular members and in addition Referee Irving T. Bergman when award was rendered.

Parties to Dispute: (System Federation No. 30, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(The Baltimore and Ohio Railroad Company

Dispute: Claim of Employees:

- (1) The Baltimore & Ohio Railroad Company, hereafter referred to as the Carrier, refuses to pay the double time rate of pay for services rendered by Carman H. E. Skelly, hereafter referred to as the claimant, on his second rest day, August 4, 1970.
- (2) That the Carrier be required to pay the double time rate of pay for services rendered on August 4, 1970, to the claimant less compensation received for that date.

Findings:

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

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employe 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 waived right of appearance at hearing thereon.

Claimant was assigned five consecutive days of work followed by two consecutive rest days. At the end of his fifth day's assigned work shift, 11 P.M. Sunday through 7 A.M. Monday, he was picked from the overtime call board to continue to work on Monday until 3 P.M. On Tuesday, claimant was again picked from the overtime call board to work from 7 A.M. through 3 P.M. He contends that the first overtime assignment was on his first rest day payable at time and one half his regular rate, the second overtime assignment was on his second rest day payable at double time under Article V of Agreement of April 24, 1970.

Carrier contends that the work day, also known as a "time card day", is the twenty four hour period from the time claimant started his shift at 11 P.M. Sunday until his first rest day started at 11 P.M. on Monday. It is argued that the first overtime was paid for as regular work day overtime under Rule 6 (a)

of the Agreement and that the second overtime on Tuesday was paid for as work on the first rest day, under Article V of the April 24, 1970 Agreement.

This Board has just denied a claim on the same facts in Award No. 6375. **The reasoning is set forth at length in that Award and does not need to be repeated here.**

The Organization has stressed the use of the word "assignment" by the carrier in rejecting the claim on the property and contends that the carrier may not now argue the "time card day" theory because of Circular No. 1 of the National Railroad Adjustment Board. Upon reading Employees' Exhibits A-1 through A-6, it does not appear that the correspondence would exclude the carrier's argument which appears in the carrier's submission in the Record p.1-7.

The twenty four hour work day or "time card day" rule has been so well established that it is not necessary to make any other finding on the facts of this case.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: E. A. Killean
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September, 1972.