

The Second Division consisted of the regular members and in addition Referee David P. Twomey when award was rendered.

Parties to Dispute: (System Federation No. 96, Railway Employees'
(Department, A. F. of L. - C. I.O.
((Carmen)
(
(J. F. Nash and R. C. Haldeman, Trustees of the
(Property of Lehigh Valley Railroad Company,
(Debtor

Dispute: Claim of Employees:

1. That the Carrier violated the controlling agreement, particularly Rule 8 (6) and Rule 11, when they denied payment of double time rate of pay to Carmen Michael Pleskach, Ira Bowman, Paul Fritzinger and Harold Eckhart for work performed on August 19, 1973. Allentown, Pa.
2. That accordingly the Carrier be ordered to additionally compensate the aforesaid employes the difference between the time and one half rate received and the double time rate they were entitled to receive on the following basis, Carmen Ira Bowman, Paul Fritzinger and Harold Eckhart 6 1/2 hours respectively and Michael Pleskach 8 hours.

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 employes 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.

The Carmen Claimants are regularly assigned to positions with their work week being Monday through Friday, with Saturday and Sunday rest days. Their regular assignment is on the first shift beginning at 7:00 A.M. The Claimants performed work in wrecking service continuously from 7:00 A.M. until 5:30 A.M., August 19, 1973, with Claimant Pleskach continuing until 7:00 A.M. the same day. August 19, 1973, was a Sunday and the second rest day of the Claimants in their regularly scheduled work week. The Claimants worked continuously for a period of 22 1/2 hours, with Claimant Pleskach working 24 hours.

The Organization's basis of claim is Rule 8(6) which provides that all overtime beyond sixteen hours of service, will be paid at a rate of double time. The Carrier contends that Rule 8(6) has been superseded on the second rest day by Article V of the April 24, 1970 Agreement. We disagree with the Carrier's contention. We find that Article V does not supersede Rule 8(6) of the Agreement. Article V does not change Rule 8(6). We shall sustain the claim.

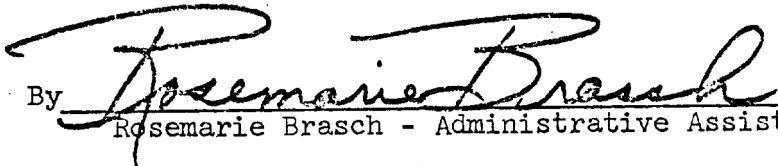
A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 7th day of April, 1975.