

The Second Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Burlington Northern Railroad Company

Dispute: Claim of Employee:

1. That in violation of the controlling Agreement, Electrician D. L. Chaon was arbitrarily denied the minimum compensation for continuous service performed by him after his assigned regular working hours for dates of December 25 and 26, 1985.

2. That accordingly, the Burlington Northern Railroad be directed to compensate Electrician Chaon in the amount of one (1) hour's pay or seven-tenths (.7) hour at the punitive rate, which amounts to the same thing, for the overtime service performed by him on each of the dates of December 25 and 26, 1985; less any amount he has already received, if any, for that particular service.

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 employes 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.

This dispute developed when the Carrier held Claimant on overtime. Claimant's regular shift was from 11:30 P.M. to 7:30 A.M. Because of Carrier needs, Claimant was held over for eight (8) minutes on December 25 and again for seven (7) minutes on December 26, 1985. Claimant requested 0.7 of one hours pay. The Carrier denied Claimant's requested compensation.

In the denial of this Claim, the Carrier maintained that since the Claimant was on a holiday where time and one half was being paid, only 0.1 of one hour was proper compensation. Moreover, the Carrier maintains that the Agreement supports its position.

The Organization relies upon Rule 6(b) which states:

"For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour's pay for any such service performed."

After a careful review of the record, this Board finds the Carrier is in violation of Rule 6(b). The facts in the instant case document that the Claimant worked overtime continuous with his regular assignment on both days. There is no exception for holidays in the applicable Rule. Accordingly, the Claim must be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:



Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 6th day of January 1988.