

The Second Division consisted of the regular members and in addition Referee Nicholas H. Zumas when award was rendered.

Parties to Dispute: (System Federation No. 109, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(Reading Company

Dispute: Claim of Employees:

1. That the Reading Company improperly compensated Crane Operator J. E. Towles for service performed after his regular working hours as a Laborer on January 18 and 19, 1973.
2. That, accordingly, the Reading Company be ordered to renumerate Crane Operator J. E. Towles the difference between the amount of wages paid and the amount due him under the provisions of Rule 7, 127, and 128.

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 waived right of appearance at hearing thereon.

Claimant maintains dual employment with Carrier. He has rights as a Crane Operator (in furloughed status), and as a Laborer in active status with a regular 11:00 p.m. to 7:00 a.m. assignment. On the claim dates in question Claimant worked three hours as a Crane Operator in addition to his regular assignment as a Laborer. For the work performed as a Crane Operator, Claimant was paid at the pro rata rate. The Organization contends that this was continuous service and should have been paid time and one-half.

Rule 7(a) provides:

"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 for any such service performed."

The question presented is whether the language quoted above is intended to cover only continuous service within one craft, or does it include continuous service in more than one craft.

Carrier takes the position that the seniority rule (Rule 31) supports its contention that Rule 7(a) contemplated continuous service only within one craft.

Rule 31 reads, in part:

"Seniority of employes in each craft shall be confined to the seniority point employed in each of the following departments:***,"

Carrier argues that since an employee's seniority is restricted to the craft, Rule 7 must relate to the payment of overtime within a craft.

The Board agrees with Carrier.

In Second Division Award No. 2121, the Board held:

"*** The agreement rights of employes are segregated into crafts and classes and the status under one craft or class cannot be given any effect upon his status in another. *** If Claimant had worked as a car repairman on his first shift and been called as an extra car repairman on one of the two remaining shifts, overtime pay would be earned on the second shift worked. The same would be true if Claimant worked two shifts as a laborer. But when he works one shift in one class and a second shift in another class under a different seniority roster, he cannot use his work in the former to augment his rate of pay in the latter in the absence of a specific agreement provision to that effect. A denial award is required."
(Underscoring added)

See also Third Division Award Nos. 3674 and 5629.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 2nd day of September, 1975.