

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. 7, Railway Employees'
(Department, AFL-CIO
((Carmen)
(
(Soo Line Railroad Company

Dispute: Claim of Employees:

1. That the Soo Line Railway Company arbitrarily changed the practice of compensating a minimum of one hours' time and one-half pay for any fraction of the first hour of service performed to an employee who is required to render service immediately following and continuous with the regular work day hours to one hours' straight time pay in violation of rule 7, paragraph 1, of the current controlling agreement.
2. That carman Sam Rovetuso be additionally compensated 1/3 hours' time and one-half pay for October 24, 1973 when he was required to work 10 minutes beyond his regular assignment and all subsequent dates he is required to work and is not properly compensated the one hours' time and one-half pay as in the past.
3. In addition to cover all employees in the car department who are not being properly compensated the one hours' time and one-half pay commencing October 24, 1973, when carrier changed the practice of allowing one hours' time and one-half pay to one hours' straight time pay and continuing until this dispute is settled.

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.

On October 24, 1973, Carman Sam Rovetuso worked ten minutes beyond his regular quitting time. He was allowed one hour's pay at the straight time rate. The Organization contends that Rule 7, paragraph 1, of the Agreement required that Carman Rovetuso be paid for a minimum of one hours' time at the time and one-half rate of pay.

Rule 7-1 states:

"For service rendered immediately following and continuous with the regular work day 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.

In Award 1381 of this Division (without a referee) we held there was no violation of the Agreement where employees worked less than forty minutes overtime and were paid one hours' pay at straight time rates under similar language to the instant case, "For continuous service after regular hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one hour for any such service performed."

We will deny this claim based on the prior award of this Division and based on the history of Rule 7-1 on this property, the tacit and explicit recognition of various shop craft representatives and the various other proofs submitted to this Board.

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 /ae
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of September, 1976.