

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. 156, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Electrical Workers)
(
(The Long Island Rail Road Company

Dispute: Claim of Employees:

1. That under the current agreement, Electrician Third Railman Truck L. E. Hassard and Electrician Third Railman D. Konival were improperly compensated for service which they rendered on December 27 and December 28, 1974.
2. That the Carrier additionally compensate the aforesaid employees the difference between the time and one-half rate and the double time rate for work performed between the hours of 12:00 midnight to 5:00 a.m. and 8:00 a.m. to 12:00 noon on December 28, 1974.

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.

Claimants were regularly assigned electricians working from 8:00 a.m. to 4:00 p.m. Monday through Friday. On Friday, December 27, 1974 Claimants worked their regular hours ending at 4:00 p.m. They were asked to work overtime that evening starting at 9:00 p.m. They commenced at 9:00 p.m. and worked until 12:00 noon the following day.

They were compensated as follows:

December 27	8:00 a.m. - 4:00 p.m.	straight time
December 27-28	9:00 p.m. - 5:00 a.m.	time and one-half
December 28	5:00 a.m. - 8:00 a.m.	double time
December 28	8:00 a.m. - 12:00 noon	time and one-half

The Organization, on behalf of Claimants, contends that Carrier violated the provisions of Rule 5 of the Agreement when it failed and refused to pay Claimants double time for work performed between 12:00 midnight and 12:00 noon on December 28.

Rule 5 provides in pertinent part:

"All service beyond sixteen (16) hours, computed from the starting time of the employee's regular shift, shall be paid for at the rate of double time.

If an employee is required to render service beyond twenty-four (24) hours computed from the starting time of his regular shift, double time payment will be continued. An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment."

The Board finds that Carrier correctly compensated Claimants for service performed from 9:00 p.m. on December 27 to 8:00 a.m. on December 28, namely, time and one-half from 9:00 p.m. to 5:00 a.m. and double time from 5:00 a.m. to 8:00 a.m. It is clear that "service" is synonymous with "work". Claimants did nothing for Carrier between 4:00 p.m. (the end of their regular shift) and 9:00 p.m. (when they commenced overtime work). We would be putting an undue strain on the plain meaning of the English language if we were to consider this period of no work as "service" under the rule.

With respect to that portion of the claim for double time between 8:00 a.m. to 12:00 noon, the Board finds that it must be sustained.

Carrier erroneously takes the position that the requirement under the rule to pay double time ends at the expiration of the 24 hour period that began at Claimants' starting time, and it cites numerous denial awards to support its position. In all of the awards cited by Carrier, the agreements therein used the language "beyond 16 hours of service in any 24 hour period computed from starting time of employee's regular shift." No such 24 hour period limitation is part of Rule 5 of this agreement. Moreover, Rule 5 requires that the double time payment "will be continued" if an employee is required to perform service beyond 24 hours computed from the commencement of an employee's regular shift.

A W A R D

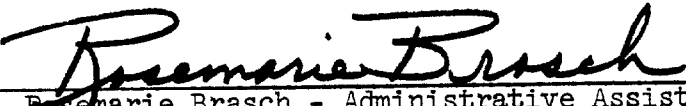
Claim sustained in part and denied in part per findings herein.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

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Award No. 7271
Docket No. 7121
2-LI-EW-'77

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 5th day of April, 1977.