

The Second Division consisted of the regular members and in addition Referee Theodore H. O'Brien when award was rendered.

Parties to Dispute: (System Federation No. 18, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(Boston and Maine Corporation, Debtor

Dispute: Claim of Employees:

- (a) That the Boston and Maine Corp. violated the provisions of the controlling Agreement, namely Rule 7, Paragraph (d) thereof on December 2 and 3, 1975, while engaged in wrecking service at Whitefield, N. H.
- (b) That accordingly, the Boston and Maine Corp. be ordered to additional compensate Carmen: F. E. Holden; D. C. Call; H. A. Beaudoin; A. Hanrahan; H. O. Dufresne, Jr.; M. Hammer; and G. Day, the regular assigned members of the East Deerfield, Mass. Wrecking Crew, at the Carmen's double-time rate of pay for all services performed from 10:00 A.M. on December 2, 1975 and 2:00 A.M. on December 3, 1975; a total of sixteen (16) hours differential in accrued wages.

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 employees 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 Claimants were regular assigned members of the Carrier's Wreck Force at East Deerfield, Massachusetts. Their regular tour of duty as Carmen was 7:00 A.M. to 3:00 P.M.

On Monday, December 1, 1975, Claimants were called at 3:00 A.M. for wrecking service at Whitefield, New Hampshire. They continued in wrecking service until 4:30 A.M. on Tuesday, December 2, 1975, at which time they were cut off for rest. At 10:00 A.M. on Tuesday, December 2, 1975, Claimants resumed wrecking service and continued therein until 2:00 A.M. on Wednesday, December 3, 1975. The period of time from 10:00 A.M. December 2, 1975 until 2:00 A.M. December 3, 1975 is the basis of the dispute in this claim.

The Claimants were compensated at the straight time rate of pay for services performed from 10:00 A.M. to 3:00 P.M. on December 2, 1975; at the time and one-half rate of pay for services performed from 3:00 P.M. to 11:00 P.M. on December 2, 1975; and at the double time rate of pay for services performed from 11:00 P.M. on December 2, 1975 to 2:00 A.M. on December 3, 1975.

However, the Claimants allege that they are entitled to be paid at the double time rate for the entire period, i.e. 10:00 A.M. on December 2, 1975 until 2:00 A.M. on December 3, 1975, since they had previously worked more than sixteen (16) continuous hours prior to their rest period.

The Organization charges the Carrier with violating Rule 7(d) of the applicable Agreement. Rule 7(d) reads as follows:

"(d) An employee who has performed more than sixteen (16) hours of service in any twenty-four (24) hour period, computed from the starting time of the employee's regular shift, and if required to continue in service after the expiration of said twenty-four hour period will be paid at the double time rate. An employee who has been released for five (5) hours or more as per paragraph (f) of this rule in the overtime period will terminate the double time payment at the beginning of the next twenty-four (24) hour period."

Rule 7(f) as referred to in Rule 7(d) reads as follows:

"(f) If during the time an employee is in the service under this rule, he is relieved from service and permitted to go to bed for a period of five (5) consecutive hours, or more, such employee will not be paid for the period of relief. This relief period, except in the case of employees assigned to wrecking service, may be prior to, subsequent to, or during the period of actual work."

Based on a thorough reading of the facts involved in the instant claim, it is the opinion of the Board that the double time payment from the previous work period was broken by the five and one-half ($5\frac{1}{2}$) hour rest period. The continuation of wrecking service commenced after the beginning of the next twenty-four (24) hour period computed from the regular 7:00 A.M. starting time of December 2, 1975. Therefore, it is our opinion that the Carrier did not violate Rule 7(d) of the controlling Agreement. Accordingly, the Claimants in the instant dispute have been properly compensated for their service. The claim must be denied as a result.

Form 1
Page 3

Award No. 7516
Docket No. 7397
2-B&M-CM-'78

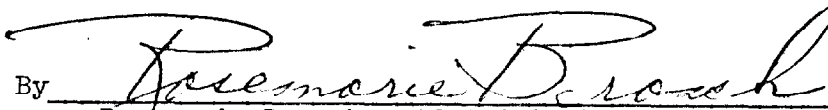
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 21st day of April, 1978.