

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Benjamin C. Hilliard, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN OF
AMERICA**

PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: "Request of W. A. Quinn, Panhandle Division signalman, for compensation and adjustment in pay on the basis of one minimum day from 6:00 A. M. to 3:00 P. M. and at the rate of time and one-half from 3:00 P. M. to 11:00 P. M. for August 9 to 20, 1938, excepting August 14."

EMPLOYEES' STATEMENT OF FACTS: "W. A. Quinn, who held a regular signalman's position with headquarters at Carnegie, Pa., with tour of duty from 6:00 A. M. to 3:00 P. M. with one hour for lunch, was notified on August 6, 1938, that starting August 8, 1938, he would be assigned to accompany the ballast cleaner during its operation over a certain territory and that his shift would be changed for this purpose to period from 3:00 P. M. to 11:00 P. M. His regular position was blanked while he was working with the ballast cleaner.

"On August 8, 1938, the first day on which the ballast cleaner operated, Signalman Quinn worked his regular trick and was paid one minimum pro rata day. He also worked another eight (8) hour period continuous with his regular day from 3:00 P. M. to 11:00 P. M. with the ballast cleaner for which service he was paid eight hours at the time and one-half rate.

"On August 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 and 20, 1938, he was laid off his regular trick or shift and was only permitted to work from 3:00 P. M. to 11:00 P. M. with the ballast cleaner. For this service he was paid on the basis of one minimum day at the pro rata rate for each day so assigned.

"On August 22, 1938, he was permitted to resume his former hours and was paid eight hours at the rate of time and one-half. He performed no service on either August 14 or 21, as they were Sundays and the ballast cleaner did not operate. Sunday is his regular day of rest."

POSITION OF EMPLOYEES: "The evidence in this case is clear that Signalman Quinn, acting upon instructions of the carrier, worked eight hours overtime on August 8, 1938, which was continuous with his regular period. For that day he was paid eight hours at the pro rata rate for his regular work period and was also paid eight hours at the time and one-half rate for the continuous overtime period, which payment was proper in accordance with the provisions of Rule 4-C-1, reading as follows:

'Overtime hours continuous with the regular working hours shall be computed on the actual minute basis at the rate of time and one-half. Time taken for meals will not terminate the continuous service period.'

ment between the Carrier and the class of employees of which he is a member, for the service performed by him on August 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 and 20, 1938, and respectfully requests your Honorable Board to dismiss the claim of the employe in this matter."

There is in existence an agreement between the parties bearing effective date of July 1, 1928, as to Regulations and March 16, 1927, as to Rates of Pay.

OPINION OF BOARD: So far as there may be interest in the whys and wherefores of our award, reference is made to the matter immediately preceding this "opinion." There the facts are fully stated and painstakingly explored, the rules are quoted and analyzed, the precedents are cited, scrutinized and explained, and the contentions of the parties are illuminatingly presented by representatives skilled above many. We have read and reread it all; we have had the benefit of oral argument by carrier counsel on the one hand, and by a high ranking brotherhood official on the other hand, neither of whom was lacking in preparation or ability.

Not pausing, therefore, to summarize or further state the record, or to particularize our reasoning, we announce that the claim comes well within the rules, finds support in the philosophy of existing awards, and upon no sound hypothesis may it be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

That the carrier and the employe involved in this dispute are respectively carrier and employe within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the carrier violated the rules.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of June, 1940.

Dissent to Award No. 1133, Docket No. SG-1161

This is an arbitrary award; it speaks for itself.

S/ R. F. RAY
S/ C. P. DUGAN
S/ A. H. JONES
S/ R. H. ALLISON
S/ C. C. COOK