

Award No. 2030
Docket No. CL-1994

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Elwyn R. Shaw, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY
COMPANY**

(Frank O. Lowden, James E. Gorman, Joseph B. Fleming, Trustees)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Chicago, Rock Island and Pacific Railway Company:

1. In behalf of H. L. Dyer, Yard Clerk No. 14, Armourdale Yard, Kansas City, Kansas, rate of pay \$139.70 per month, for eight hours pay at time and one-half, October 4, 1939.

2. In behalf of W. P. Bradley, Yard Clerk No. 16, Armourdale Yard, Kansas City, Kansas, rate of pay \$139.70 per month, for eight hours pay at time and one-half, December 6, 1939.

3. In behalf of H. W. Brown, Yard Clerk No. 30, Armourdale Yard, Kansas City, Kansas, rate of pay \$139.70 per month, for eight hours pay at time and one-half, December 4, 1939.

4. In behalf of Bert Norton, Yard Clerk No. 23 Armourdale Yard, Kansas City, Kansas, rate of pay \$136.45 per month, for eight hours pay at time and one-half, December 15, 1939.

EMPLOYES' STATEMENT OF FACTS: October 2, 1939, letter was addressed to H. L. Dyer, Yard Clerk position No. 14 at Armourdale Yard, Kansas City, Kansas signed by Yardmaster G. E. Tatum, advising that effective October 4th, his assigned hours would be changed from 2 P.M. to 10 P.M. to those of 9 A.M. to 5 P.M., causing Mr. Dyer to report for work on his second tour of duty and new assigned hours within a twenty-four hour period.

December 4, 1939, letter was addressed to W. P. Bradley, Yard Clerk position No. 16 at Armourdale Yard, Kansas City, Kansas, signed by L. B. Naylor, Chief Yard Clerk, representing Yardmaster G. E. Tatum, advising that effective December 6th, his assigned hours would be changed from 8 A.M. to 4 P.M. to those of 6 A.M. to 2 P.M., causing Mr. Bradley to report for work on his second tour of duty and new assigned hours within a twenty-four hour period.

December 2, 1939, letter signed by Chief Yard Clerk L. B. Naylor, representing Yardmaster G. E. Tatum, was addressed to Clerks, Armourdale Yard, advising effective December 4th, assigned hours of Yard Clerk position No. 3 held by H. W. Brown, Armourdale Yard, Kansas City, Kansas, would be

greater than if Rule 26 was violated by giving less than 36 hours notice of change in starting time.

The agreement as a whole must be considered as a workable one and all of the rules viewed in their respective light one to the other. Such a view cannot result in a sound and reasonable interpretation being found to support the untenable position the employees have taken in the instant case.

We respectfully ask your Board to deny the claim.

OPINION OF BOARD: On October 2, 1939 the hours of service of H. L. Dyer were changed. His hours of service had been from 2:00 P. M. to 10:00 P. M. and they were changed to hours of from 9:00 A. M. to 5:00 P. M. On December 4, 1939 the hours of Yard Clerk W. P. Bradley were changed from 8:00 A. M. to 4:00 P. M. to 6:00 A. M. to 2:00 P. M. On December 2, 1939 the hours of H. W. Brown were changed from 12:01 A. M. to 8:00 A. M. to those of 8:00 P. M. to 5:00 A. M. On December 13, 1939 the hours of service of Yard Clerk Bert Norton were changed from 5:00 P. M. to 1:00 A. M. to 2:00 P. M. to 10:00 P. M.

It is admitted that proper notice of these changes were given a sufficient number of hours in advance to comply with the rules. The claim here is that because of these changes each of these men, at the time of the change over from the old time to the new time, were required to serve more than eight hours in some one period of 24 successive hours and for this overtime they each claim a full day's pay.

An examination of the actual hours served shows the following: Dyer had 11 hours off duty and actually served 4 hours in excess of 8 hours within a 24 hour period. Bradley had 14 hours off duty and actually served 2 hours in excess of 8 hours within a 24 hour period. Brown had 12 hours instead of 16 hours off duty and actually worked 4 hours in excess of 8 hours within a 24 hour period. Norton had 13 hours off instead of 16 hours off duty and actually served 3 hours in excess of 8 hours within a 24 hour period.

In Award No. 687 this Board found that the word "day" is intended to mean a period of 24 hours computed from the beginning of a previous assignment. Applying this rule to the present case we find as follows: Claimant Dyer is entitled to 4 hours' overtime. Claimant Bradley is entitled to 2 hours' overtime. Claimant Brown is entitled to 4 hours' overtime, and Claimant Norton is entitled to 3 hours' overtime.

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 employees involved in this dispute are respectively carrier and employees 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 Claimant Dyer is entitled to 4 hours' overtime. Claimant Bradley is entitled to 2 hours' overtime. Claimant Brown is entitled to 4 hours' overtime, and Claimant Norton is entitled to 3 hours' overtime.

AWARD

Overtime sustained in accordance with the foregoing finding.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1942.