

Award No. 12602
Docket No. SG-12097

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

HUDSON AND MANHATTAN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Hudson and Manhattan Railroad Company:

In behalf of Signal Foreman C. R. Yeager No. 4016 (relief) at Hudson Terminal 8:00 A.M. to 4:00 P.M., work week Tuesday through Saturday, rest days of Sunday and Monday, for the difference in pay already earned and the overtime rate for services performed on Sunday, May 24, Monday, May 25, 1959, his assigned rest days, pursuant to Rule 48 of the Signalmen's Agreement.

In behalf of Signal Foreman C. R. Yeager No. 4016 (relief) with headquarters at Hudson Terminal, work week Saturday through Wednesday, rest days Thursday and Friday, for the difference in straight-time already paid and time and one-half, for services performed on Thursday, May 28, Friday, May 29, 1959, his assigned rest days, pursuant to Rule 48 of the Signalmen's Agreement.

[Carrier's File: Time Claims 132 and 133]

EMPLOYEES' STATEMENT OF FACTS: Mr. C. A. McDermott is a regular assigned Signal Foreman for this Carrier with assigned headquarters at the Hudson Terminal. Signal Foreman McDermott's assigned hours are from 8:00 A.M. to 4:00 P.M., and his work week is Tuesday through Saturday with assigned rest days of Sunday and Monday.

Mr. C. R. Yeager is a regular assigned Signal Foreman for this Carrier at Hudson Terminal and is assigned to relief position No. 4016. Signal Foreman Yeager's work week is Saturday through Wednesday with assigned rest days of Thursday and Friday.

On Sunday, May 24, 1959, and Monday, May 25, 1959, his regular assigned rest days, Signal Foreman McDermott performed service for the Carrier from 8:00 A.M. to 4:00 P.M., for which he was paid at the straight-time rate.

OPINION OF BOARD: During the week commencing May 24, 1959, Signal Foreman McDermott and Signal Foreman Yeager desired to switch rest days for their mutual convenience. McDermott's normal rest days were Sunday, May 24 and Monday, May 25, and Yeager's normal rest days were Thursday, May 28 and Friday, May 29. However, during the week in question McDermott worked on Sunday and Monday and took Thursday and Friday as rest days, and Yeager worked on Thursday and Friday and took Sunday and Monday as rest days.

It is the position of the Petitioner that the Claimants should have been paid for the work performed on their respective rest days at overtime rates.

The Carrier contends that, since in the present case there was a request made by the two employees, the exchange of tours was entirely proper under Rule 20 of the Agreement. Rule 20 provides:

“ . . . overtime rates will not apply when tours are exchanged at the request of the employees involved; . . . ”

We find that the claim is without merit and should be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of June 1964.