

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21351
Docket Number CL-21332

Dana E. Eischen, Referee

(Brotherhood of **Railway**, Airline and Steamship Clerks,
(Freight **Handlers**, **Express** and Station **Employees**
PARTIES TO DISPUTE: (
(Atlanta Joint **Terminals**

STATEMENT OF CLAIM: **Claim** of the System **Committee** of the Brotherhood, GL-7988, that:

1. Carrier violated **Rule** 35 (e) and other rules of the Agreement when it failed and refused to properly compensate B. A. **Thebaut**, Jr. for service **performed** on May 25, 1974. . .

2. Carrier shall be required to compensate Claimant B. A. Thebaut, Jr. eight (8) hours at one and one-half times the pro rata rate of his assignment May 25, 1974.

OPINION OF BOARD: The Claimant herein was regularly assigned as third shift assistant chief yard clerk, hours **11:30** P.M. to **7:30** A.M., with Fridays and Saturdays as rest days. He was instructed by Carrier to appear as a witness for the Carrier in an investigation, **and** was in attendance at the investigation from 10:00 A.M. to **10:35** A.M., Saturday, May 25 for which claim is made for eight hours at time and one-half **rate**.

In the handling on the property the Petitioner relied upon **sub-paragraphs (c) and (e) of Rule 35**, which provide:

"(c) **Employees** worked more than five days in a work week shall be paid **one and one-half** times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such **work** is **performed** by an **employee** due to moving from one **assignment** to another or to or from an **extra** or furloughed list, or where days off are **being accumulated** under paragraph (g) of **RULE 32 (WORK WEEK)**."

"(e) Service on Rest **Days--Employees** required to perform service on their **assigned** rest days **within** the hours of regular work day **assignments** shall be paid at rate of time and one-half with a **minimum** of eight (8) hours."

There is no doubt that Claimant's attendance at the investigation from 10:00 A.M. to **10:35** A.M. on Saturday, May 25, 1974 was service performed on a rest day but it was not "within the hours of regular week day assignment" pursuant to Rule 35 (e). We find no provision in the Agreement requiring a minimum payment of eight hours at time and one-half for **such** service except when **performed** within the hours of regular work day assignment. We will, however, sustain the claim to the extent provided in Rule 35 (g), **i.e.**, a **minimum** allowance of **two** hours at overtime rate.

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 Agreement was violated to the extent indicated in the **Opinion**.

A W A R D

Claim sustained to **the extent** indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December 1976.

