

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21661
Docket Number CL-21461

Robert W. **Smedley**, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
(The Atchison, Topeka and Santa Fe
(Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-8000, that:

(a) Carrier violated the rules of the current Clerks' Agreement at San Diego, California on August 19, 1974, when it failed to properly compensate Ms. L. A. Alley for services performed in excess of eight (8) hours in a day, and

(b) Ms. L. A. Alley shall now be compensated for four (4) hours pay for August 19, 1974, at Head Revising Clerk Position No. 6218 at \$44.5982 per day in addition to the compensation she has already received on this date as a result of such violation of Agreement rules.

OPINION OF BOARD: Claimant worked a short vacancy on Sunday and then resumed her regular assignment on Monday. The issue is whether she gets time and one-half for the Monday work.

On Sunday March 18, 1974 **claimant** filled a short vacancy on another position from **3:30** P.M. to **11:30 P.M.** She then worked her own shift on Monday March 19, 1974 from 8:00 A.M. to **4:30** P.M. She was first paid time and one-half for the Monday work, but the one-half, \$22.30, was later deducted by carrier, giving rise to this dispute.

Her Sunday assignment was pursuant to Rule 14 - FILLING SHORT VACANCIES - D(2):

'Vacancies, including vacancies on rest day relief positions **not** filled by (1) above, shall be protected on a day to day basis by the senior qualified and available employee in that class of service at the point who has served notice in writing of his desire to protect such service. Such **employee** is not to be considered available to protect such service on any day it would prevent him from protecting his **own** assignment.'

And her claim for overtime comes from Rule 32 - OVERTIME AND CALLS -
Time in Excess of Eight Hours - A:

"Except as otherwise provided in Rule 32-1, time in excess of eight hours, exclusive of the meal period, on any day, will be considered overtime and paid on the actual minute basis at the rate of time and one-half."

This Board defines the word "day" as used in Rule 32 A. as a twenty-four hour period computed from the starting time of a previous assignment (see Awards 17213, 14927 and awards cited therein). Thus, the day started at 3:30 P.M. on Sunday and ended at 3:30 P.M. on Monday, at which time claimant had put in seven hours in excess of eight fbr which she is **entitled to** overtime, i. e., an additional three and one-half hours' pay.

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 Employes involved in this dispute are respectively Carrier and Employes 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,

The Agreement was violated.

A W A R D

Part (a) of the Claim is sustained.

Part (b) of the Claim is sustained to the extent indicated in the opinion.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 18th day of August 1977.