

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **21874**  
Docket Number **SG-21293**

**Nicholas H. Zumas**, Referee

**PARTIES TO DISPUTE:** (Brotherhood of Railroad Signalmen  
(Robert W. Blanchette, Richard C. Bond and  
( John **H. McArthur**, Trustees of the Property  
( of Penn Central Transportation Company, Debtor

**STATEMENT OF CLAIM:** Claim of the General **Committee** of the Brotherhood  
of Railroad Signalmen on the **former** Pennsylvania  
Railroad Company:

System Docket 1059  
Southern Region - Cincinnati Division Case S-6-74

(a) Carrier is in violation of Art. 5 of the Nov. 16, 1971  
Agreement by letter of Supervisor C&S J. J. **Canfield** to 'All **Former** P.R.R.  
Employees' about double time.

(b) Carrier should be required to pay E. G. Seibert 3.5 hr.  
double **time**. After he put in 8.0 hr. straight time on Monday Feb. 11,  
1974 he also worked 4:00 pm to **6:30** pm 2.5 hr. and was called again at  
**10:30** pm till **7:30** am 9.0 hr. a total of 11.5 hr. on his rest time.

**OPINION OF BOARD:** The essential facts necessary to resolve the issue  
presented are not in dispute: Claimant was an  
hourly rated **employee** with regularly assigned hours **7:30** a.m. to 4:00 p.m.,  
Monday through Friday. On Monday, February 11, 1974, Claimant worked his  
regular tour of duty and then **commenced** working overtime from 4:00 p.m.  
until **6:30** p.m., and then from **10:30** p.m. until **7:30** a.m. the following  
day. For this service Claimant was paid as follows:

**7:30** a.m. to 4:00 p.m. - straight time  
4:00 p.m. to **6:30** p.m. - time and one-half  
**10:30** p.m. to 7:00 a.m. - time and one-half

This **claim** is for three and one-half hours at the double time  
rate, for the time Claimant worked **over** 16 hours within a 24 hour **period**,  
i.e. from 4:00 a.m. to **7:30** a.m. The claim is based on the provisions  
of Article V (Overtime Rate of Pay) of the November 16, 1971 National  
Agreement that provides in pertinent part:

"(a) Time worked following and continuous with a regularly assigned eight-hour work period shall be **computed on** actual minutes basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen hours of work in any twenty-four hour period computed from starting time of the employee's regular shift..." (Underscoring added).

The Organization contends that there is an entitlement to double time if an **employee** works after 16 hours in any 24 hour period, and the work **does not** have to be continuous.

Carrier takes the position that before Claimant has a right to claim double time he must have worked continuously for 16 hours **commencing** with the beginning of his regular starting **time**. It appears that both parties rely on Third Division Award No. 20649. We quote the award in its entirety:

**"OPINION OF BOARD:** At the heart of this dispute is Article V of the Mediation **Agreement** of **November** 16, 1971. The words used in Article **V** are to be taken in the ordinary and popular sense, unless from the context **it** appears to have been the intention of the parties that they should be understood in a different sense.

**Article V** provides for double time after 16 hours' continuous service in any 24 hour period computed from the starting time of the employee's regular shift. This simply means that in computing double time for work **in** excess of 16 continuous hours of service, the starting time of an **employee's** regular shift constitutes the starting point of the **24 hour** period.

The record indicates that Claimant A. F. Booth was deserving of double time pay on August 5, 1972 from 3 A.M. to 12 Noon. His claim will be sustained. Accordingly Claimant H. **F.** Miller did not fulfill the requirements of a 24 hour period. Therefore his claim is denied."

A review of the record in that dispute reveals that Claimants had assigned regular hours from **7:00** a.m. to **3:30** p.m. They worked their regular shifts and continued to work up to **11:30** p.m. (or a total of 16 **1/2** hours). Claimant Miller answered a call **at** 8:00 a.m. the following day and worked **until noon**. Claimant Miller's claim was denied because he

did not perform double time service within the 24 hour period. Claimant Booth's claim was sustained because double time service was **commenced** within the 24 hour period, even though there was a time lapse of three and one half hours (from **11:30** p.m. and 3:00 a.m.) before double **time** service began.

While this Board may question the propriety of paying double time for work that went beyond the 24 hour period, we accept the interpretation of Article V as enunciated in Award No. 20649. As such we shall deny the claim because Claimant herein worked continuously for only 11 hours and failed to meet the 16 hour continuous work requirement.

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

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this **31st** day of January **1978**.