

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22207
Docket Number SG-22005

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Consolidated Rail Corporation
(Former Penn Central Transportation Company)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the former New York, New Haven and Hartford Railroad Company:

Case No. BRS NH-28

On behalf of Messrs. J. H. Roy, A. E. Bacon, H. J. Hayes, and J. G. Roy, for the difference between what they were paid and the double time they should have been paid for work performed on June 10, 11 & 12, 1975.

OPINION OF BOARD: This dispute involves an interpretation of the meaning of Rule 14. That rule provides in pertinent part:

"Rule 14:

The hourly rates named herein are for an eight (8) hour day. All service performed outside of the regularly established working period shall be paid for as follows:

Time worked either prior to or following and continuous with regular working period, shall be computed on an actual minute basis and will be paid for at the rate of time and one-half with double time computed on an actual minute basis after sixteen hours of service in any twenty-four hour period beginning at the starting time of the employee's regular shift on any day except:

- (a) Time spent in traveling and waiting.
- (b) Employees required to work continuously from one regular work period into another shall receive overtime rates on the basis of this Rule until relieved from the work which necessitated the overtime and pro rata rates for the remainder of the time worked during the regular assigned work period, but if at the expiration of the twenty-four

"hour period computed from the starting time of the **employee's regular shift** on any day the **employee has not worked over sixteen hours** the double time feature **will not be applicable.**"

The facts in these claims were **clearly** posed by Petitioner, as follows:

"The Claimants in this dispute were **each worked during** their regular work hours on the **first** day of his **involvement** in the events leading to this dispute, such hours being **followed immediately** by a period of three and one-half hours overtime. **Claimants** were then released for a period of four hours **after** which they were recalled to service and worked continuously through their **regular work hours** on the following day and into **further overtime** hours."

Petitioner **also** relies in part on a letter **from** the former Director of Labor Relations on the former New Haven Railroad, J. J. Duffy, dated February 14, 1967 (**confirming a conference**) which **Petitioner alleges illustrates the fact that it was a common practice** 'on the former New Haven to **pay double time from** one (1) twenty-four hour period into **another**. That letter stated, in pertinent part:

"I have been advised that in instances where an **employee** is called out for emergency **work**, such as snow removal or **aderailment**, and **completes sixteen hours of service** in a twenty-four hour period, the double time rate continues **until** such time as the **employee** is relieved from the **emergency work.**"

The **Claims** in this dispute relate to the second work day of the **emergency** for each **Claimant**; a **claim for double time continuing with the** beginning of their regular work day. As the Carrier contends, the **employees** involved were not required to **"work continuously from one regular work period into another...."**. **Petitioner admits that** Claimants did **not** work for a four hour **period after** a long period of work on the first work day.

Mr. Duffy's somewhat ambiguous language is not controlling in a dispute such as this and there is no evidence of a practice to support Petitioner's claim. **This issue turns on the particular facts and the clear and unambiguous language of the Rule (supra).** It is clear and uncontested that Claimants did not **work continuously from one regular work period** on the first day into their regular work period on the

second work day involved. Therefore, under the clear and specific language of Rule **14(b)**, they were not entitled to double time payments for the work performd on the second day. The facts herein are uuique and there is no indication of the factual **background** for the **Duffy** letter.

Based on the Agreement **and** the **entire record**, we can **find** no basis for the claims; they **must** 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 **Agreement was not** violated.

A W A R D

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST: *A. W. Paulos*
Executive Secretary

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