

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number **23512**
Docket Number **SG-23459**

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Seaboard Coast Line Railroad Company)

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

(a) Carrier violated the current **Signalmen's** Agreement, as amended, particularly Rule 45, portion relating to payment for service on rest days.

(b) Carrier should now be required to compensate Messrs. Taylor (11 hours), Smith (13 hours), Roves (**12** hours) and Green (**11 hours**), at their respective time and one half rate of pay for services performed on Friday, February 9, 1979."

(General Chairman's file: 14-F. R. Taylor - R. O. Rows - V. T. Smith - J. O. Green. Carrier file: **15-45** (79-i') J)

OPINION OF BOARD: In Third Division Award **23339** involving the same parties and the **same** adjudicatory issue, we held that Carrier was required to consider Friday as a **rest** day, when covered employes fulfilled their normal **40** hours work week **assignment** by working four 10 hour days. This obligation was predicated upon its **acquiescence** to the 1970 Agreement. We also noted that the same Agreement was applicable to **signal** foremen, when they worked an identical schedule. To underscore this point we stated in pertinent part that:

"However, we do find, upon **all** the evidence presented, that **when the** parties agreed to the four day 10 hour per day work arrangement here outlined, it was intended by them that Friday, like Saturday and Sunday, be considered a day of rest, not only for **the** signal gangs, but also for the signal foremen. By operation of the Agreement, therefore, Carrier was obligated by pay the Claimants overtime as provided in Rule **16(d)**."

In the instant case, Claimants observed Friday, **Saturday** and Sunday as rest days and **so** were entitled to be **paid** the overtime rate, consistent with Rule 16(d) when they worked on Friday, February 9, **1979** because of storm damage to Carrier's equipment. The arguments raised by Carrier that Rule 45, Paragraph C provides that only Saturday and Sunday are rest days and that there is no language stipulating that Friday **is** a rest day for signal **foreman** are unpersuasive. We will sustain the claim.

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.

A W A-R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1982.

