

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company that:

(a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947 (reprinted April 1, 1958, including revisions), particularly Rules 8(e), 13 and 70.

(b) Mr. R. O. Wallace be paid the difference between his straight time rate of pay that he was paid and the overtime rate of pay for August 23 and 24, 1962. [Carrier's File: SIG 142-22]

EMPLOYEES' STATEMENT OF FACTS: As indicated by our Statement of Claim, Mr. R. O. Wallace was paid the straight time rate of pay for August 23 and 24, 1962, and we contend he should be paid the overtime rate. The basis of our contention is that these two days constitute the sixth and seventh consecutive days of work for which he received the straight time rate of pay.

Claimant was the incumbent of a Signaller-Relief Signal Maintainer position in a signal gang. His assignment consisted of testing and meggering relays and circuits, and filling temporary vacancies, due to vacations, sickness, etc., on signal maintenance positions at San Jose, College Park, Santa Clara, California Avenue, and Redwood City. When working in the gang and not relieving, he works Monday through Friday, observing Saturday and Sunday as rest days. When relieving, he observes the rest days of the position he is relieving.

Claimant observed his regular rest days on Saturday and Sunday, August 11 and 12, 1962. On Monday, August 13, 1962, he began relieving at College Park, a position that has rest days of Thursday and Friday. He worked that position on the 14th and 15th, observed the regular rest days of that position on the 16th and 17th, worked it on the 18th, 19th, 20th, 21st, and 22nd, then worked his regular position in the gang on the 23rd and 24th.

3. Claim has been presented on behalf of claimant for the "... difference between his straight time rate of pay that he was paid and the overtime rate of pay for August 23 and 24, 1962", based on the erroneous contention that August 23 and 24, 1962, were the sixth and seventh days worked in one work week.

By letter dated November 6, 1962, Petitioner's General Chairman submitted this claim to Carrier's Assistant Manager of Personnel (Carrier's Exhibit A), and by letter dated December 19, 1962 (Carrier's Exhibit B), the latter denied the claim, pointing out that since Thursday and Friday, August 23 and 24, were the fourth and fifth days of his work week commencing Monday, August 20, claimant was properly compensated for service performed those dates at the straight-time rate of pay. Correspondence between Carrier's Division officials and the local chairman in connection with this claim is attached as Carrier's Exhibit C.

(Exhibits not reproduced.)

OPINION OF BOARD: Following are the facts, as contained in Petitioner's ex parte submission which we conform to:

"Claimant was the incumbent of a Signaller-Relief Signal Maintainer position in a signal gang. His assignment consisted of testing and meggering relays and circuits, and filling temporary vacancies, due to vacations, sickness, etc., on signal maintenance positions at San Jose, College Park, Santa Clara, California Avenue, and Redwood City. When working in the gang and not relieving, he works Monday through Friday, observing Saturday and Sunday as rest days. When relieving, he observes the rest days of the position he is relieving.

Claimant observed his regular rest days on Saturday and Sunday, August 11 and 12, 1962. On Monday, August 13, 1962, he began relieving at College Park, a position that has rest days of Thursday and Friday. He worked that position on the 14th and 15th, observed the regular rest days of that position on the 16th and 17th, worked it on the 18th, 19th, 20th, 21st, and 22nd, then worked his regular position in the gang on the 23rd and 24th."

Claimant contends that he is entitled to the overtime rate of pay for work on the sixth and seventh consecutive workdays, and that he properly takes the workweek of the position he is relieving.

Carrier's position is based on the contention that his workweek begins on Monday of his regular workweek, regardless of whether Claimant is working his regular job on the gang, or relieving.

The precise question has been previously presented on this property which was submitted to this Board, resulting in Award 11859 (Dorsey), sustaining Petitioner's contention herein. This, in our judgment, is a precedent award on this property, and we cannot find that it is palpably erroneous.

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 has been violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of December 1966.