

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19931
Docket Number SC-19634

Benjamin Rubenstein, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Chicago and North Western Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chicago and North Western Railway Company that:

(a) On July 13, 1970, the Carrier violated Rule 20(a) when an overtime slip for five (5) hours, at half-time rate @ \$1.8918 per hour, was denied by Signal Supervisor H. L. Tomkins, which was submitted by Mr. P. R. Singletary, who was called account of approach indicator going on and off at Clyman Jct. interlocking plant.

(b) The Carrier now be required to pay this overtime slip for the amount claimed above.

(Carrier's File: 79-8-62)

OPINION OF BOARD: In issue, here, is an interpretation of Rule 20(a) of the Agreement between the parties, which Rule provides in pertinent parts, that an employee who is required to work outside of his regularly assigned section, "except in cases of emergency", will be allowed additional compensation on basis of one-half regular hourly rate for time worked.

On July 13, 1970, claimant was called outside of his working hours to check an approach indicator which was going on and off. The trouble was located outside of his working area, and he asked for payment of time and one-half pursuant to the provisions of Rule 15(a), providing for time and one-half for hours worked outside of regular working hours and an additional amount of one-half regular hourly pay pursuant to Rule 20(a). The Carrier paid under Rule 15(a), but refused to pay the additional amount pursuant to Rule 20(a), on the ground that this would involve a double penalty, not intended by the parties.

Rule 20(a) is clear and unambiguous. It is entirely different than the overtime provisions contained in Rules 14 and 15. It provides for additional pay. Had it sought to limit the total compensation to only time and one-half it would have so provided.

Claimant is entitled to the additional pay, provided for in Rule 20(a).

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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 is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 7th day of September 1973.

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