

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19936
Docket Number SG-19529

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Southern Pacific Transportation Company (Pacific Lines)

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

On behalf of Signal Foreman H. A. Perry; Leading Signalmen H. F. Wells and M. Renner; Signalmen T. A. Murphy, J. C. Holmes, R. L. Wahlin and R. E. Wierma; and Assistant Signalmen K. L. Hunter and N. G. Bunal, Signal Gang 11 and 11a:

(a) That the Southern Pacific Transportation Company violated Agreement between the Company and the Employees of the Signal Department, represented by the Brotherhood of Railroad Signalmen, effective April 1, 1947 (reprinted April 1, 1958 including revisions) and particularly the last paragraph of Rule 10 which resulted in violation of Rules 13 and 70.

(b) That the employees named in paragraph (a) be allowed additional compensation computed at the double-time rate for the 17th continuous hour worked on May 30, 1970, in excess to compensation previously allowed which was computed at the time and one-half rate.

/Carrier's File: SIG 125-110/

OPINION OF BOARD: Claimants' regular work assignment was 7:30 a.m. to 3:00 p.m., Monday through Friday (except holidays) with Saturday and Sunday as rest days. On Saturday, May 30, 1970 Claimants, pursuant to instructions, commenced work at 6:30 a.m., and worked continuously until 2:00 a.m. on Sunday, May 31, 1970. Claimants received seventeen (17) hours at time and one-half (1½) and two and one-half (2½) hours at double time (2T).

The Organization asserts that Claimants should have received double time (2T) for the seventeenth hour, because continuous time should be computed from the "new" designated starting time of 6:30 a.m.

The applicable Agreement section states:

"...time worked preceding or following and continuous with a regularly assigned eight (8) hour work period shall be...paid for at time and one-half, with double time...after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from starting time of the employe's regular work period."

Carrier asserts that the final portion of the above cited rule requires double time computation (on a rest day) based upon the employee's regular starting time on normal work days, i.e., 7:30 a.m., and not 6:30 a.m. - the time that the Claimants herein commenced work on May 30, 1970. To hold otherwise, Carrier suggests, would result in no double time payments on rest days because there is no "regular work period" on those days, and that result would do violence to prior decisions of this Board. See Awards 5156 (Carter) and 5262 (Robertson).

A review of the controlling rule requires the conclusion that the starting time of the employee's regular shift - on normal work days - controls the computation of double time when employees work on rest days. In this dispute, 7:30 a.m. was the appropriate starting time to consider - not 6:30 a.m. This result finds support in Award 13047 (Wolf).

Employees' assertion that shift starting times were changed without appropriate notice does not alter the above stated resolution of the dispute.

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

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

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A. W. Pauls
Executive Secretary

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