

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20093
Docket Number SG-19389

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(George P. Baker, Richard C. Bond, Jervis Langdon, Jr.
(and Willard Wirtz, Trustees of the Property of
(Penn Central Transportation Company, Debtor

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 that:

(a) Carrier violated Rule 14 of the current Signalmen's Agreement when it failed and refused to properly compensate 18 signal employees for work performed from 7:00 A.M., December 18, 1969, to 3:30 P.M., December 19, 1969.

(b) Messrs. L. A. Sarpu, W. Winslow, A. J. Delauro, C. R. Looby, J. G. Roy, K. A. Chapman, H. White, G. A. Walsh, R. A. Platt, H. M. Young, E. G. Mernick, W. J. Lindopp, R. S. Eaton, J. A. DeTata, W. W. Wysocki, M. B. Sullivan, W. M. Kirton, and J. Sousa shall now be compensated at the rate of double-time less what they have already received for service performed from 7:00 A.M. to 3:30 P.M., December 19, 1969.

OPINION OF BOARD: The question involved in this dispute is whether or not the double time rate of pay continues when employees are required to work continuously one 24-hour period into the next 24-hour period. The rule involved in this dispute is Rule 14, as amended, of the Agreement dated September 1, 1949, which is as follows:

"REVISION OF RULE 14 OF THE SIGNALMEN'S AGREEMENT OF
SEPTEMBER 1, 1949.

IT IS AGREED:
Effective July 15, 1951 --

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."

In the instant dispute, Claimants were assigned to a special project involving changes in Carrier's Signal System at Waterford, Connecticut. They were required to work continuously from 7:00 A.M., on Thursday, December 18, 1969, for a period of 32½ hours, ending at 3:30 o'clock P.M. on Friday, December 19, 1969. It is Carrier's position that Rule 14 prohibits payment of more than eight (8) hours at the double time rate in a twenty-four hour period; and that the Rule provides for the payment of the double time rate only after sixteen continuous hours of service in each twenty-four hour period beginning with the starting time of the employee's regular assignment. It is the opinion of this Board that the position of Carrier in this instance is erroneous. Claimants in this instance had only one starting time; they worked continuously for 32½ hours. Their starting time for this particular work shift was 7:00 o'clock A.M. on Thursday, December 18, 1969 - no other starting time was involved for the reason that this was continuous work for 32½ hours thereafter. The fact that services were rendered from one regular work period to another did not interrupt the continuation or continuity of the work. In this case, Claimants completed sixteen hours service computed from the starting time of their regular shift at 11:00 o'clock P.M., on December 18, and started their 17th hour of service continuing in service until 3:30 P.M., December 19, 1969. Therefore, at 7:00 o'clock A.M., December 19, they commenced to render service beyond 24 hours computed from the starting time of their regular shift, and for that service, the Rule states that double time payment will be continued until relieved from the work which necessitated the overtime. This claim will be sustained.

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. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 11th day of January 1974.