

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21375
Docket Number SG-21257

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Robert W. Blanchette, Richard C. Bond and
(John H. McArthur, 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 Pennsylvania Railroad Company:

System Docket 880
Southern Region - Cincinnati Division Case 24

(a) Carrier is in violation of Art. 5 of the Nov. 16, 1971 Agreement by letter of Supervisor C&S J. J. Canfield to All Foremen [sic] P R R Employees dated Jan. 19, 1973 about Double Time.

(b) Carrier should be required to pay R. T. Tarvin 3.0 hr. double time. After put in 8.0 hr. straight time on Friday Feb. 2, 1973, he put in 4:00 am to 3:00 p.m., 11.0 hr. on Sat. Feb. 3, 1973 a regular rest day.

OPINION OF BOARD: Claimant herein is a regularly assigned Signalman, tour of duty 7:30 AM. to 4:00 PM. with assigned rest days of Saturday and Sunday. He worked his regular shift on Friday, February 2, 1973 and on Saturday, February 3, 1973 he worked from 4:00 A.M. to 3:00 P.M. Claimant was compensated eleven (11) hours pay for the Saturday rest day work at the time and one half rate. Claimant asserts that three (3) hours of this time should have been paid at double time and he seeks the difference in this claim. Article V of the November 16, 1971 Agreement is asserted as the contractual basis for this claim. The cited Agreement provision reads as follows:

"ARTICLE V - OVERTIME RATE OF PAY

Time worked in excess of eight hours shall be paid for as follows:

(a) Time worked following and continuous with a regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen hours of work in any twenty-four hour period computed from starting time of the employe's regular shift. In the application of this paragraph (a) to new employes temporarily brought into the service in emergencies, the starting time of such employes will be considered as of the time that they commence work or are required to report.

"(b) This shall not affect the provisions of existing agreements as to meal periods."

We have reviewed the record and the Agreement with care. The basic and fatal flaw in Claimants case is that his regular starting time is 7:30 A.M. and for purpose of double time for the rest day work his regular starting time is the point from which the 24-hour period must be computed. This interpretation has been uniformly followed in our Awards since Award 5156 "... the starting time of an employe's regular shift constitutes the starting point of the 24 hour period whether during regularly assigned days or otherwise." Article V has been so interpreted in our recent Award 20649 and other Awards to the same effect are 5262, 12004, 13047, and 19936. We find no error in these Awards and no meaningful distinguishing features on the record before us. The claim must be denied on the basis of the foregoing. In denying this claim we need not reach Carrier's assertions relative to "continuous service" and we express no determination thereon in this Award.

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 Employes involved in this dispute are respectively Carrier and Employes 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 28th day of January 1977.