

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21874
Docket Number SG-21293

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
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(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 1059
Southern Region - Cincinnati Division Case S-6-74

(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 Former P.R.R. Employees' about double time.

(b) Carrier should be required to pay E. G. Seibert 3.5 hr. double time. After he put in 8.0 hr. straight time on Monday Feb. 11, 1974 he also worked 4:00 pm to 6:30 pm 2.5 hr. and was called again at 10:30 pm till 7:30 am 9.0 hr. a total of 11.5 hr. on his rest time.

OPINION OF BOARD: The essential facts necessary to resolve the issue presented are not in dispute: Claimant was an hourly rated employe with regularly assigned hours 7:30 a.m. to 4:00 p.m., Monday through Friday. On Monday, February 11, 1974, Claimant worked his regular tour of duty and then commenced working overtime from 4:00 p.m. until 6:30 p.m., and then from 10:30 p.m. until 7:30 a.m. the following day. For this service Claimant was paid as follows:

7:30 a.m. to 4:00 p.m. - straight time
4:00 p.m. to 6:30 p.m. - time and one-half
10:30 p.m. to 7:00 a.m. - time and one-half

This claim is for three and one-half hours at the double time rate, for the time Claimant worked over 16 hours within a 24 hour period, i.e. from 4:00 a.m. to 7:30 a.m. The claim is based on the provisions of Article V (Overtime Rate of Pay) of the November 16, 1971 National Agreement that provides in pertinent part:

"(a) Time worked following and continuous with a regularly assigned eight-hour work period shall be computed on actual minutes 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 employee's regular shift..." (Underscoring added).

The Organization contends that there is an entitlement to double time if an employee works after 16 hours in any 24 hour period, and the work does not have to be continuous.

Carrier takes the position that before Claimant has a right to claim double time he must have worked continuously for 16 hours commencing with the beginning of his regular starting time. It appears that both parties rely on Third Division Award No. 20649. We quote the award in its entirety:

"OPINION OF BOARD: At the heart of this dispute is Article V of the Mediation Agreement of November 16, 1971. The words used in Article V are to be taken in the ordinary and popular sense, unless from the context it appears to have been the intention of the parties that they should be understood in a different sense.

Article V provides for double time after 16 hours' continuous service in any 24 hour period computed from the starting time of the employee's regular shift. This simply means that in computing double time for work in excess of 16 continuous hours of service, the starting time of an employee's regular shift constitutes the starting point of the 24 hour period.

The record indicates that Claimant A. F. Booth was deserving of double time pay on August 5, 1972 from 3 A.M. to 12 Noon. His claim will be sustained. Accordingly Claimant H. F. Miller did not fulfill the requirements of a 24 hour period. Therefore his claim is denied."

A review of the record in that dispute reveals that Claimants had assigned regular hours from 7:00 a.m. to 3:30 p.m. They worked their regular shifts and continued to work up to 11:30 p.m. (or a total of 16 1/2 hours). Claimant Miller answered a call at 8:00 a.m. the following day and worked until noon. Claimant Miller's claim was denied because he

did not perform double time service within the 24 hour period. Claimant Booth's claim was sustained because double time service was commenced within the 24 hour period, even though there was a time lapse of three and one half hours (from 11:30 p.m. and 3:00 a.m.) before double time service began.

While this Board may question the propriety of paying double time for work that went beyond the 24 hour period, we accept the interpretation of Article V as enunciated in Award No. 20649. As such we shall deny the claim because Claimant herein worked continuously for only 11 hours and failed to meet the 16 hour continuous work requirement.

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

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1978.