NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22207
THIRD DIVISION Docket Number SG-22005

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Consolidated Rail Corporation
((Former Penn Central Transportation Company)

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:

Case No. BRS NH-28

On behalf of Messrs. J. H. Roy, A. E. Bacon, H. J. Hayes, and J. G. Roy, for the difference between what they were paid and the double time they should have been paid for work performed on June 10, 11 & 12, 1975.

OPINION OF BOARD: This dispute involves an interpretation of the meaning of Rule 14. That rule provides in pertinent part:

"Rule 14:

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 employe's regular shift on any day except:

(a) Time spent in traveling and waiting.
(b) Employes 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 employe's regular shift on any day the employe has not worked over sixteen hours the double time feature will not be applicable."

The facts in these claims were clearly posed by Petitioner, as follows:

> "The Claimants in this dispute were each worked during their regular work hours on the first day of his involvement in the events leading to this dispute, such hours being followed immediately by a period of three and one-half hours overtime. Claimants were then released for a period of four hours after which they were recalled to service and worked continuously through their regular work hours on the following day and into further overtime hours."

Petitioner also relies in part on a letter from the former Director of Labor Relations on the former New Haven Railroad, J. J. Duffy, dated February 14, 1967 (confirming a conference) which Petitioner alleges illustrates the fact that it was a common practice on the former New Haven to pay double time from one (1) twenty-four hour period into another. That letter stated, in pertinent part:

> "I have been advised that in instances where an employe is called out for emergency work, such as snow removal or a derailment, and completes sixteen hours of service in a twenty-four hour period, the double time rate continues until such time as the employe is relieved from the emergency work."

The Claims in this dispute relate to the second work day of the emergency for each Claimant; a claim for double time continuing with the beginning of their regular work day. As the Carrier contends, the employes involved were not required to "work continuously from one regular work period into another....". Petitioner admits that Claimants did not work for a four hour period after a long period of work on the first work day.

Mr. Duffy's somewhat ambiguous language is not controlling in a dispute such as this and there is no evidence of a practice to support Petitioner's claim. This issue turns on the particular facts and the clear and unambiguous language of the Rule (supra). It is clear and uncontested that Claimants did not work <u>continuously</u> from one regular work period on the first day into their regular work period on the

second work day involved. Therefore, under the clear and specific language of Rule 14(b), they were not entitled to double time payments for the work performed on the second day. The facts herein are unique and there is no indication of the factual background for the Duffy letter.

Based on the Agreement and the entire record, we can find no basis for the claims; they must be denied.

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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paula
Executive Secretary

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