

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employees
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Agreement when it improperly compensated Mr. C. Byrant for the overtime service he performed from 7:00 A.M. to 11:00 A.M. on December 26, 1983 (System Docket CR-717).

2. Because of the aforesaid violation, Mr. C. Byrant shall be allowed an additional four (4) hours of pay at his half-time rate."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant is employed by the Carrier and is regularly assigned to work Monday through Friday, with Saturday and Sunday as rest days. Because Christmas fell on a Sunday in 1983, Carrier observed the holiday on Monday, December 26. Claimant was called to perform overtime service on Sunday, December 25, 1983. He worked continuously from 7:00 A.M. on December 25, through 11:00 A.M. on Monday, December 26, 1983, a total of 28 hours. Claimant was compensated at his time and one-half rate for the first 16 hours of work, at his double-time rate for the next 8 hours of work, and at his time and one-half rate for the final four hours of work. The Organization thereafter filed a Claim on Claimant's behalf, charging that Carrier should have compensated Claimant at his double-time rate for his final four hours of work on December 26, 1983.

This Board has reviewed the evidence in this case, and we find that Rule 13 of the current Agreement provides that service performed on rest days and legal holidays, including Christmas:

"Shall be paid for at the rate of time and one-half, computed on the actual minute basis with a minimum of four (4) hours at the straight time rate for two (2) hours and forty (40) minutes work or less. Such work in excess of sixteen (16) consecutive hours shall be paid at the double time rate."

Rule 13 clearly and unambiguously provides that service in excess of sixteen (16) hours on rest days and legal holidays shall be paid at the double-time rate. In this case, the Claimant performed twenty-eight (28) consecutive hours of overtime work on his assigned Sunday rest day (Christmas Eve) and a holiday (Christmas). Pursuant to Rule 13, which controls in this case, the Claimant is entitled to compensation at the time and one-half rate for the first sixteen (16) hours of continuous work, and the double-time rate for all hours the Claimant worked continuously in excess of the sixteen (16) hours. Consequently, the Claimant should have been paid twelve (12) hours at the double-time rate. Since the Carrier only paid the Claimant eight (8) hours at the double-time rate, he is entitled to four (4) more hours at the one-half time rate to make up for his loss.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of January 1988.