

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 33164
Docket No. MW-32266
99-3-95-3-80

The Third Division consisted of the regular members and in addition Referee Robert Perkovich when award was rendered.

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

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier failed and refused to properly compensate Claimants D. L. Poe, L. E. Vilks, L. Liberatore, J. Thomas, R. Chisler, D. Nestor, D. W. Watkins, H. T. Moore, M. R. Thorne, C. A. Phillips, J. Jefferies, R. Kiger and J. T. Whittaker for the overtime worked on July 9 and 10, 1993 (System Docket MW-3233).
- (2) As a consequence of the violation referred to in Part (1) above, the Claimants shall each be compensated for six and one-half (6.5) hours at their respective double time rates.”

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 were given due notice of hearing thereon.

The record reflects that at all relevant times herein the Claimants were assigned to the Carrier's Track Department on its Pittsburgh Division. At the time in question they were assigned to work each day from 7:00 A.M. to 3:30 P.M., Monday through Friday, with Saturday and Sunday as rest days. On Friday, July 9, 1993 each of the Claimants was required to continue working to correct sun kinks, a task which was not completed until the following day at 2:30 P.M.

The Organization contends that because the Claimants were required to work on their rest day, Saturday, July 10, they must be paid pursuant to Rule 13 which provides that service performed on rest days that are in excess of 16 consecutive hours shall be paid at the double time rate. The Carrier on the other hand contends that because the Claimants commenced the premium rate work on the regular workday, their compensation should be governed by Rule 11 which provides that time worked "... following and continuous with a regularly assigned work period..." will be paid at time and one-half with double time paid after 16 continuous hours of work in any 24 hour period commencing with the employee's regular start time.

Clearly, had the Claimants been called to work anytime after 12:01 A.M. on Saturday, July 10, they would have been entitled to double time if they had worked more than 16 hours on that day. However, that is not what happened. They were required to work additional hours on their regularly assigned work day on a task that carried over into their rest day. Thus, the clear and literal language of Rule 11 applied and any entitlement to double time pay was conditioned on working more than 16 hours within a period commencing from 7:00 A.M. on that same day.

Because the record reflects that the Claimants were compensated in that fashion, the claim must fail.

AWARD

Claim denied.

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ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 25th day of March 1999.