

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 33953
Docket No. SG-35109
00-3-98-3-856**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad (UP):

Claim on behalf of R.L. Burden, R.J. Gonzalez, L.F. Haro, J. Mojarro, M.P. Rafferty, L.S. Robinson and J.A. Rubio for payment of 8 hours at their respective time and one-half rates, account Carrier violated the current Signalmen’s Agreement, particularly Rule 3, when it required the Claimants to work four 10 hour days on June 30, 1997 through July 3, 1997, prior to the July 4, 1997 holiday and failed to compensate them at their time and one half rate for their service in excess of 40 hours. Carrier’s File No. 78037491. General Chairman’s File No. 1096737. BRS File Case No. 10884-UP.”

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.

Claimants were scheduled to work, and did indeed work, ten hour days on Monday through Thursday for the period June 30 through July 3, 1997. On July 4, 1997, the Independence Day holiday, they were not scheduled to work, nor did they do so. When the Carrier paid them at the straight time rate for Monday through Thursday and holiday pay for Friday, they filed the instant claim arguing that the Carrier violated Rule 3 of the parties' Agreement which provides, in relevant part, "... work in excess of 40 straight time hours in any work week shall be paid at time and one-half."

This matter turns on the interpretation of the term "work" in Rule 3, for only if an employee works in excess of 40 straight time hours is there an obligation to pay time and one-half. Because the Claimants were neither scheduled to work nor did they report for duty on July 4, 1997 they did not "work" in the sense that one ordinarily associates with the term. The question then is whether the parties intended any other meaning than that ordinarily associated with the word "work." We find no reason to believe so and the record provides no basis for doing so. Rather, we believe that the term is clear and unequivocal and that its clarity is demonstrated by the fact that on the weeks before and after the holiday week in question, when the Claimants were scheduled and worked in the same fashion, they did not claim premium pay for the Friday of each of those weeks. Thus, the claim must fail.

AWARD

Claim denied.

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 22nd day of February, 2000.