

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 41858
Docket No. SG-42073
14-3-NRAB-00003-120450**

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

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(
(Northeast Illinois Regional Commuter Railroad
(Corporation (Metra)

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Northeast Illinois Regional Commuter Railroad Corp. (METRA):

Claim on behalf of M. F. Tillmon, for compensation in the amount of \$194.46, account Carrier violated the current Signalmen’s Agreement, particularly Rule 15 when it directed the Claimant to begin working at 7:00 p.m. on February 1, 2011, and required him to work 39 continuous hours until it released him from duty at 10:00 a.m. on February 3, 2011, and then refused to properly compensate him at the appropriate straight-time, overtime, and double-time rates of pay for the portions of those hours to which these rates were applicable. Carrier’s File No. 11-21-795. General Chairman’s File No. 7-S-11. BRS File Case No. 14771-NIRC.”

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.

On July 22, 2011, the Organization filed this claim asserting that the Carrier violated Rule 15 of the parties' Agreement when it failed to properly compensate the Claimant for 39 continuous hours of work that he performed between February 1 and February 3, 2011 in connection with a severe snowstorm. The crux of the dispute is premised on the Organization's contention that the double time rate of pay stays in effect when employees are required to work continuously, after the first 16 hours from the actual starting time of the assignment, from one 24-hour period into the next 24-hour period.

The relevant contract language applicable to the dispute, which is Rule 15, reads, in pertinent part, as follows:

"SECTION 1 (a) OVERTIME – BEFORE AND AFTER BASIC DAY:

The hourly rates named herein are for an assigned eight (8) hour day. All service performed outside of the regularly established working period shall be paid for as follows:

Overtime hours, either prior to or following and continuous with regular working period, shall be computed on the actual minute basis and paid for at one and one-half times the basic straight time rate.

Time worked in excess of sixteen (16) hours of work in any twenty-four (24) hour period, computed from the starting time of the

employee's regular shift, shall be paid for at double their basic straight time rate."

The Board finds that the instant claim was filed on behalf of the Claimant along with nine other claims on behalf of different Signalmen dealing with the same dates on which they each were denied double time pay under Rule 15 of the parties' Agreement. This claim is, therefore, a companion to other cases docketed and argued before the Board at the same time. We find that the issues, as well as the claim stated herein, are based on the same alleged violations of the parties' Agreement and are identical to the pertinent facts and arguments presented in Third Division Award 41854. As such, the findings and rationale set forth in that Award are incorporated by reference and adopted here.

Based on the foregoing, the Board finds that the record lacks the requisite substantial evidence that the Carrier violated the Agreement.

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 16th day of June 2014.