

Award No. 1650

Docket No. 1550

2-GC&SF-CM-'53

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO 97, RAILWAY EMPLOYES'
DEPARTMENT, A. F. of L. (Carmen)**

GULF, COLORADO AND SANTA FE RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1. That under the current agreement Carman B. S. Fleenor and Carman Helper C. W. Cunningham were improperly assigned to a work week Wednesday through Sunday with rest days of Monday and Tuesday.

2. That accordingly the Carrier be ordered to:

- a) Assign these employes to a proper work week of Monday through Friday with rest days of Saturday and Sunday.
- b) Make these employes whole by compensating them additionally at the applicable overtime rates instead of straight time for service which they were assigned to perform on each Saturday and each Sunday, retroactive to 60 days from December 13, 1950.
- c) Make these employes whole by compensating them additionally in the amount of eight (8) hours at the applicable rate of pay for each Monday and each Tuesday retroactive to 60 days from December 13, 1950 because they were laid off to equalize the time due to the assignment to work their proper rest days.

EMPLOYES' STATEMENT OF FACTS: Prior to September 1, 1949, Carman B. S. Fleenor and Carman Helper C. W. Cunningham, hereinafter referred to as the claimants, worked regularly an assignment of six days per week, Monday through Saturday, first shift hours on the car department repair track at Gainesville, Texas.

case applies with equal force and effect to this case and the carrier will not attempt to burden the Board with a repetition.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

Claimants were assigned on or about September 1, 1949, to positions at Gainesville, Texas, of car repairer and helper, Wednesday through Sunday, with rest days of Monday and Tuesday. They contend they should have been assigned Monday through Friday with rest days of Saturday and Sunday. Claim is made for wage losses sustained because of the alleged improper assignment.

The controlling rules are the same as those involved in Award 1644, and the interpretations there made are incorporated herein by reference. The burden is upon the employes to show that the carrier misapplied the agreement in establishing seven-day positions at Gainesville for the employes assigned to the work of making running repairs on cars coming into that point. This they have failed to do by the greater weight of the evidence. The result is therefore controlled by the reasoning of Award No. 1644 and a denial award is in order.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 19th day of March, 1953.

LABOR MEMBERS' DISSENT TO AWARDS Nos. 1644 to 1655, inclusive

Prior to September 1, 1949, the "regular bulletined hours" for car department repair track forces were Monday through Saturday (six days a week) in conformity with Rule 2 of the Agreement effective August 1, 1945. The "regular bulletined hours" of these forces did not include Holidays.

The agreement as amended September 1, 1949 did not change the "regular bulletined hours" of the repair track forces and did not authorize the inclusion of Sundays or Holidays in the weekly five day assignment of these forces. (See Second Division Awards 1432, 1443, 1444).

The Letter Agreement of October 6, 1950 constitutes a mutual settlement of the dispute regarding staggered work weeks for repair track forces. Since the instant repair track force is not employed at one of the points where

a staggered work week is authorized, the majority erroneously excluded such point from the application of the aforementioned Letter Agreement. The claims should have been sustained retroactive to and including October 16, 1950.

/s/ Edward W. Wiesner

/s/ R. W. Blake

/s/ A. C. Bowen

/s/ T. E. Losey

/s/ George Wright