

Award No. 919

Docket No. 833

2-Wab.-MA-'43

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Herbert B. Rudolph when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 13, RAILWAY EMPLOYES'
DEPARTMENT, A. F. OF L. (MACHINISTS)**

WABASH RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES: 1—That at Decatur, Sunday, May 10th, 1942, the carrier violated the controlling agreement and Rule 3 thereof by—

(a) The assignment of Sunday and holiday machinists and helpers to work on locomotive No. 831 from 7 A. M. to 3 P. M.

(b) The payment of straight time to said machinists and helpers.

2—That in consideration of the aforesaid violations, the carrier be ordered to pay—

(a) Machinists J. F. Cahill, W. H. Wilson, J. K. Young, and George S. Richardson, each 8 hours at the time and one-half rate.

(b) Machinist Helpers W. E. Alderson, R. A. Tierman, and W. E. Robinson, each 8 hours at the time and one-half rate.

EMPLOYES' STATEMENT OF FACTS: At Decatur, Illinois, the carrier employs in the roundhouse a force of machinists and helpers on a three-shift basis.

On each shift, machinists and helpers are regularly assigned to work including Sundays and holidays.

On each shift machinists and helpers are regularly assigned to work exclusive of Sundays and holidays.

In this roundhouse, an overtime board is maintained, and regardless of the number of days per week machinists and helpers are regularly assigned to work, those desiring overtime work are listed on that board.

On Sunday, May 10, 1942, the carrier required repairs made to Locomotive 831 from 7 A. M. to 3 P. M. by the following regularly assigned Sunday and holiday machinists and helpers at straight time:

MACHINISTS:

P. W. Snyder
D. T. Tarvin
W. L. Beaty
Otto Schalla

HELPERS:

W. Cross
S. N. Dean
E. Huff

Locomotive 831 is not in the service of nor operated by the carrier. Said locomotive is in the service of and operated by the James Stewart Corporation.

When consideration is given to the provisions of Rule 3 of the agreement effective June 1, 1939 and understanding reached on the application thereof on May 31, 1939, it is obvious that the submission of the alleged dispute and claim to the Board is without question an attempt on the part of the committee to change that rule and the agreed-upon understanding on its application in a manner contrary to the provisions of the Railway Labor Act and, therefore, the request of the committee is equivalent to a request for a new rule.

The contention of the committee should be dismissed and the protest and claim denied.

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.

The mutual interpretation of Rule 3 is as follows: "Employes regularly assigned to work on Sundays and holidays, * * * may be required to perform the same class of work on Sundays and holidays, that they are required to perform on week days, and will be compensated therefor on the same basis as on week days." The men who performed the work in question were regularly assigned to work on Sundays and holidays, and the work was of the same class as the work they are required to perform on week days. It follows that under this agreed to interpretation of Rule 3, the men who performed the work were properly required to do so, and were properly compensated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 8th day of June, 1943.