

Award No. 3567
Docket No. 3339
2-NP-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James P. Carey, Jr., when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 7, RAILWAY EMPLOYEES
DEPARTMENT, A. F. of L. - C. I. O. (Carmen)**

NORTHERN PACIFIC RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1 — That under the current Agreement the Carrier improperly compensated Carmen F. W. Siedlecki and C. L. Schroeder at straight time rate for services performed on February 23 and 24, 1958.

2 — That accordingly the Carrier be ordered to additionally compensate the aforementioned Carmen in the amount of four (4) hours' pay at the applicable hourly rate for February 23 and 24, 1958.

EMPLOYEES' STATEMENT OF FACTS: F. W. Siedlecki and C. L. Schroeder, hereinafter referred to as the claimants, were regularly assigned in the car shop at Minneapolis on the 7:30 A.M. to 4:00 P.M. shift, working Tuesday through Saturday with Sunday and Monday designated as their rest days. During their work week commencing February 18, 1958, the claimants were directed by the car foreman, without bulletin, to change their work weeks from Tuesday through Saturday to Sunday through Thursday. As a result, the claimants worked on February 23 and 24, 1958, which were the sixth and seventh days of the assignment occupied by them immediately prior to being ordered to change assignments.

Submitted herewith is an agreed-to interpretation of Rule 7(b) of the agreement, identified as Exhibit A.

This dispute has been handled with all officers of the carrier designated to handle such disputes, including the highest designated officer of the carrier, all of whom have declined to make satisfactory settlement.

The agreement effective July 1, 1955, as subsequently amended, is controlling.

POSITION OF EMPLOYEES: It is submitted that under Rule 7(b) reading in part:

“(b) . . . employes worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where

6. Rule 7(b) of the July 1, 1955 shop crafts agreement, subject to certain exceptions not here material, grants payment at time and one-half rate only for work in excess of five days in a work week.

7. Award No. 1804 of this Division and the awards of the Third Division cited therein are competent authority for the conclusion that in the application of Rule 7(b) the axis upon which this dispute turns is whether Carmen Siedlecki and Schroeder on February 23 and 24, 1958 had worked in excess of five days in their work week.

8. The facts in this docket conclusively show that Carmen Siedlecki and Schroeder had not worked in excess of five days in their work week on February 23 and 24, 1958 regardless of whether these employes exercised seniority or were directed by the management to take service on the positions assigned to work from Sunday through Thursday on February 23, 1958.

9. The claim covered by this docket should be denied in its entirety.

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.

Parties to said dispute were given due notice of hearing thereon.

This claim involves the identical question considered in Award No. 3566. For the reasons stated in that award a sustaining award is here indicated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1960.