

Award No. 3826
Docket No. 3720
2-AT&SF-EW-'61

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Mortimer Stone when award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 97, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L.-C. I. O. (Electrical Workers)

ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY

Dispute: Claim of Employees: 1. That Electrician W. L. Holmes was unjustly treated and the provisions of the current agreement were violated when the Carrier refused to properly compensate him for service performed on Saturday May 3, June 7, 14, 21, 28, July 5, 12 and 19, 1958, and all subsequent Saturdays on which he was required to work.

2. That the Carrier be ordered to compensate Electrician W. L. Holmes for two (2) hours at the straight time rate of pay for each of the above named dates and all subsequent Saturdays on which he was required to work.

Employees' Statement of Facts: Electrician W. L. Holmes, assigned traveling car lighting and air conditioning inspector, hereinafter referred to as the claimant, is a monthly rated employe regularly employed by the Atchison, Topeka and Santa Fe Railway System, hereinafter referred to as the carrier, in their mechanical department, Amarillo, Texas.

The Claimant is one of a number of electricians assigned as traveling car lighting and air conditioning inspectors at the several system points on the carrier's property to inspect, maintain and make repairs to car lighting and air conditioning equipment on passenger cars. The claimant is compensated on a monthly basis.

The Claimants assigned hours are 7:00 A.M. to 11:00 A.M. - 11:30 A.M. to 3:30 P.M., Monday through Friday, Saturday as a stand by day or subject to call with Sunday an assigned rest day.

The carrier runs regular passenger train service through Amarillo, also a passenger train is made up at Amarillo that runs to Lubbock and return. These passenger trains operate daily in both directions together with any and all special trains that may be necessary, convenient or demanded of the carrier to serve their customers. These passenger trains are fully equipped with Pullman and chair cars, which are equipped with car lighting and air conditioning equipment. The maintenance of this equipment is a daily assignment of the claimant.

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.

Prior to September 1, 1949, claimant's position as Car Lighting and Air Conditioning Inspector required payment for 365 eight-hour days per calendar year, hence was a seven day position. Employees required to work on Sundays or designated holidays were allowed additional compensation and Sunday was considered a stand-by day, but we think that did not make Sunday a bulletined or assigned rest day.

Effective September 1, 1949 the work week of the position was reduced one day per week and one rest day,—Sunday,—was assigned. At the same time the rule providing for additional compensation to employes required to work on Sundays or designated holidays was amended by eliminating reference to Sundays and having it apply to holidays only, and an additional paragraph,—Rule 14(i) was added, reading:

“Where employes now have a bulletined or assigned rest day, conditions now applicable to such bulletined or assigned rest day shall hereafter apply to the sixth day of the work week. Where employes do not have a bulletined or assigned rest day, ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.”

Carrier stresses Memorandum of Agreement No. 5, effective March 15, 1951, but we find nothing therein changing the agreement as to the issue here presented.

The work required of claimant in the instant case was not emergent or unusual or extraordinary but was ordinary maintenance work and we think should be paid for the same as Sunday work prior to September 1, 1949. Awards 1704, 1944 and 2130. That is the amount claimed.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of the SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 19th day of September, 1961.