

"worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof."

There is no disagreement between Carrier and the Organization that Claimant worked all the hours of his work week, worked his first rest day September 12, 1970 and his second rest day September 13, 1970. Also, the work performed by Claimant was not work of an emergency nature. Carrier's contention being that the work performed by Claimant on his rest days was not part of his assignment.

Claimant held a five-day position with two assigned rest days in accordance with Rule 2 of the controlling agreement. Rule 2 also provides for six and seven day positions. In addition, Rule 2 provides for non-consecutive rest days, accumulation of rest time or other suitable or practicable plans which may be suggested by either of the parties.

Therefore, Carrier under Rule 2 is obligated to assign an employee two rest days, either Saturday and Sunday, Sunday and Monday or other consecutive rest days. If this does not meet their operating problem they may assign non-consecutive rest days or accumulated rest time. In the instant case Claimant's assigned rest days were Saturday and Sunday. The fact he worked at a location different from his five-day position has no bearing on the case. He worked all of the hours in his work week and worked his first and second assigned rest day, which was not an emergency. Therefore, under Article V, April 24, 1970 agreement, Claimant is entitled to double time rate of pay for work performed on his second assigned rest day, Sunday, September 13, 1970. See Awards 6252, 6282, 6283. We accordingly sustain the claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of July, 1972.

(Advance copy. The usual printed copies will be sent later.)

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 6336  
Docket No. 6159  
2-CMStP&P-CM-'72

The Second Division consisted of the regular members and in addition Referee Robert G. Williams when award was rendered.

Parties to Dispute: ( System Federation No. 76, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Carmen)  
( Chicago, Milwaukee, St. Paul and Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Carrier violated the April 24, 1970 Agreement, when it failed to properly compensate Carman Gary Cooper at the double time rate of pay for work performed on Sunday September 13, 1970, which was the Claimant's second day of rest and rest and seventh consecutive day of service.
2. That accordingly Carrier be ordered to compensate Carman Gary Cooper for four (4) hours time which amounts to sixteen dollars and eighty-eight cents (\$16.88), in addition to twelve hours already received.

Findings:

The Second 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.

Claimant in this case relies principally on Article V of the National Agreement signed at Washington, D. C. on April 24, 1970, captioned "Overtime Rate of Pay" which provides that:

"All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has