

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(Burlington Northern Railroad Company

Dispute: Claim of Employees:

1. That in violation of the current Agreement, the Burlington Northern Inc., arbitrarily refused overtime compensation to train riding Electricians B. L. Hanse, J. R. Gleb, Richard Hill and Dennis Mayher for services performed on the sixth day of their work week during the months of August, September and October, 1979. All headquartered at Seattle, Washington.
2. That accordingly, the Burlington Northern Inc., be ordered to compensate Messrs. Hansen, Gleb, Hill and Mayher at punitive rate for the varying amounts of hours as follows:

Mr. Hansen	32.5
Mr. Gleb	57.0
Mr. Hill	16.0
Mr. Mayher	54.0

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 waived right of appearance at hearing thereon.

Claimants Hansen, Gleb, Hill, and Mayher are train-riding Electricians headquartered in Seattle, Washington. They are paid on a monthly basis and are assigned one regular rest day per week. They do not have regularly assigned hours, but are on call to ride Amtrak passenger trains out of Seattle.

This dispute arises out of the fact that Carrier has assigned Claimants to ride trains on the sixth day of their work weeks. Claimants contend that ordinary routine assignments are not contemplated on the sixth day. Employees can be assigned on the sixth day without punitive pay within the monthly rate only if emergencies occur. If an employe is called on the sixth day to perform routine, regular work, he must be paid time-and-one-half for the time worked. The Organization relies on Rule 80 (a) and Rule 11 as its support in this case.

Rule 80:

"TRAIN ELECTRICIANS

(a) Electricians regularly assigned to road service as train electricians will be assigned and compensated under the provisions of Rule 11. The monthly rate established for such positions will be computed on the hourly rate applicable to employees covered by Rule 11."

Rule 11:

"REGULARLY ASSIGNED ROAD WORK MONTHLY BASIS

(a) Except as otherwise provided in these rules, employees regularly assigned to perform road work and paid on monthly basis, shall be paid not less than the minimum hourly rate established for the corresponding class of work under the provisions of this agreement, on the basis of three hundred and sixteen and one-half ($316\frac{1}{2}$) eight-hour days per calendar year. The monthly wage is arrived at by dividing the total earnings of 2532 hours by twelve; the straight time hourly rate is arrived at by dividing the monthly rate by the number of hours comprehended in such rate; no overtime will be allowed for service in excess of eight hours per day; no time will be deducted unless the employee lays off of his own accord.

(b) Such employees shall be assigned one regular rest day per week, Sunday if possible. Service on such assigned rest day shall be paid for under Rule 4.

(c) Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week. Work heretofore required on Sunday may be required on the sixth day of the work week."

The Organization especially points to Paragraph (c) of Rule 11 as its basis for the instant claim. It contends that ordinary maintenance, as used in that paragraph, is synonymous with the routine work of a train rider and, as such, routine assignments shall not be made on the sixth day.

Carrier, on the other hand, argues that Paragraph (c) of Rule 11 does not pertain to train riders. The nature of train riders' work is such that they do not do ordinary maintenance and construction. Rule 80 (a) contemplated just such a situation. It clearly states that train Electricians will be assigned and compensated under the provisions of Rule 11. Paragraphs (a) and (b) of Rule 11 apply to compensation and assignment. Paragraph (c) applies to classes of work to be done. It was never intended to apply to train-riding Electricians. Carrier further argues that even if Rule 11 (c) did apply to Claimants, there is no provision in the agreement for paying time-and-one-half on the sixth day of the work week.

The Organization and Carrier have different views of what is required of an employee assigned as a train rider. The Organization considers the train Electrician's job to be a five-day one, with the employee on call the sixth day for emergency work only. It also contends that if an employee is called on the sixth day and assigned other than emergency work, he must be paid time-and-one-half for that day. For this, he is paid a monthly stipend calculated on a six-day basis.

Carrier views the job as a six-day-a-week job, with no restriction on what can be assigned on the sixth day. For the inconvenience of being available on call, the employee is paid a monthly stipend calculated on a six-day-week basis.

The Board has reviewed the record of this case and must conclude that Carrier's position is the correct one. The Organization's argument that Rule 11 (c) applies to train-riding Electricians and that it prohibits Carrier from making other than emergency assignments on the sixth day is not supportable. Rule 80 (a) clearly identifies those portions of Rule 11 that apply to train Electricians. It states that those portions pertaining to assignment and compensation apply. Paragraph (c) cannot be read to be included in these categories.

It is also clear from the record that Carrier does not assign train riders for six days every week. The record so states and an analysis of the claim submitted also supports that conclusion. When Carrier chose to assign train Electricians on the sixth day and when it did not is not clear from the record. It is clear, however, that Rule 11 (c) is not the controlling element in that decision.

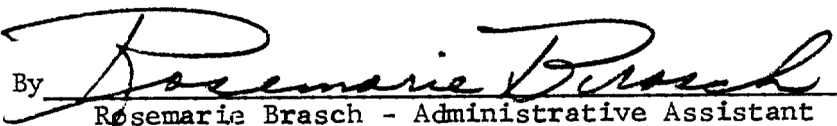
The Organization's position in this case is not convincing. The Organization would have this Board read into Rule 80 (a) and Rule 11 terms that are not there in order to support its claim. We have no authority to do so and consequently must deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 29th day of September, 1982.