

Award No. 1013

Docket No. 946

2-LV-EW-'44

**NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee I. L. Sharfman when award was rendered.

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 96, RAILWAY EMPLOYES'  
DEPARTMENT, A. F. OF L. (ELECTRICAL WORKERS)**

**LEHIGH VALLEY RAILROAD COMPANY**

**DISPUTE: CLAIM OF EMPLOYES:** 1. That under the controlling agreement and Rule 7 thereof, the carrier improperly and arbitrarily assigned Electrical Workers P. J. Seip and A. Goodling to work Sundays and holidays at straight time rate, at the South Easton, Penna. car shop, effective March 24, 1943.

2. That in consideration of the aforesaid, the carrier be ordered to additionally compensate Electrical Workers Seip and Goodling at time and one-half rate for all time worked on each Sunday and each holiday since March 24, 1943.

**EMPLOYES' STATEMENT OF FACTS:** At South Easton, Pennsylvania, the carrier maintains a car shop. Passenger and dining cars are sent to this shop for overhauling and repairing of the electrical equipment.

This car shop is approximately one mile from the Easton passenger station. South Easton is no terminal for passenger trains and there are no passenger trains made up at South Easton car shop, neither do any passenger trains lay over there.

These claimants constitute the total force of electrical workers employed at this South Easton car shops, and their hours are from 7:30 A. M. to 3:30 P. M., seven days per week.

The work of these claimants on these passenger and dining cars consists of overhauling and repairing motors, generators, fans, regulators and panel boards, batteries, wiring, air-conditioning, and all other electrical work, including motors and generators sent in this shop from equipment on the line of road.

The cars sent to this shop for repairs are out of service ranging from Monday to Thursday, or Thursday to Tuesday, depending upon the nature of the repairs required.

The claimants were assigned effective March 24, 1943 to work Sundays and holidays (seven days per week) for straight time, for which service time and one-half has been claimed. The carrier has denied the claim.

The controlling agreement became effective November 1, 1942.

**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 waived right of appearance at hearing thereon.

As stated in Award No. 824 of this Division, in construing identical words of another agreement, "the exception with respect to the payment of overtime for Sunday and holiday work . . . is expressly applicable not only to 'train yards' but to 'running repair and inspection forces,' without regard to their location."

The evidence of record justifies the conclusion that the work involved in this proceeding is running-repair work; that this work is essential to the continuous operation of the railroad; and that the established seven-day assignment of the claimants does not constitute a violation of Rule 7 of the controlling agreement.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

ATTEST: J. L. Mindling  
Secretary

Dated at Chicago, Illinois, this 24th day of March, 1944.