

Award No. 1071

Docket No. 988

2-IC-FT-'45

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Richard F. Mitchell when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 99, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. OF L. (FEDERATED TRADES)**

ILLINOIS CENTRAL RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES: That under the controlling agreement and particularly Rule 3, the carrier be ordered to pay Kenneth Hibbs, carman, and W. M. Horan, sheet metal worker, each the difference between straight time they were paid, and time and one-half they should have received, for services rendered on Sunday, December 12, 1943, from 7:00 A. M. to 3:00 P. M.

JOINT STATEMENT OF FACTS: At Weldon coach yard, Chicago, Illinois, the carrier maintains three shifts of employees seven days per week. IC Coach No. 2514 was ordered shopped for repairs to steam and water lines upon arrival at Central Station, Chicago, in Train No. 4, 9:30 A. M., December 8, 1943. This coach was switched to the west yard where it remained until Saturday night, December 11, when it was switched to and spotted on Track No. 11, Weldon repair yard where repairs could be made.

Carman Kenneth Hibbs and Pipe Fitter Wm. Horan, who are regularly assigned to work from 7:00 A. M. to 3:00 P. M. seven days per week, worked eight hours each on this car Sunday, December 12; eight hours each Monday, December 13; and six hours each Tuesday, December 14. Repairs were completed at 1:00 P. M. Tuesday, December 14, and the car departed from Chicago in Train No. 3 at 7:45 P. M. the same date.

Messrs. Hibbs and Horan were the only employees assigned to make repairs to IC Coach 2514 and they worked twenty-two hours each on the assignment.

There is in effect between the parties an agreement bearing effective date of April 1, 1935, which is by reference made a part hereof.

POSITION OF EMPLOYEES: That Rule 3 of the agreement between the Illinois Central System and System Federation No. 99, effective April 1, 1935, was violated when Kenneth Hibbs, carman, and W. M. Horan, sheet metal worker, were compensated at straight-time rates for work performed on passenger car 2514 on Sunday, December 12, 1943, for the following reasons:

Rule 3, reads as follows:

"All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved; except as may be provided in rules hereinafter set out.

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 employees 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 were given due notice of hearing thereon.

This case was submitted on a joint statement of facts, I. C. coach No. 2514 was ordered shopped for repair at 9:30 A. M., December 8, 1943. It was switched to the west yard where it remained until Saturday night, December 11, when it was switched to the Weldon repair yards where repairs could be made.

Claimants are regularly assigned to work from 7:00 A. M. to 3:00 P. M., seven days per week. They did not start working on this car until Sunday, December 12, on which day they worked eight hours; Monday, December 13, eight hours; and Tuesday, December 14, six hours. Repairs were completed at 1:00 P. M., Tuesday, December 14, and the car departed from Chicago at 7:45 P. M. the same day.

Rule 3 in part is as follows:

"Work performed on Sundays . . . shall be paid for at the rate of time and one-half, except that employes necessary to the operation of . . . train yards, running repair and inspection forces, who are regularly assigned by bulletin to work on Sundays and holidays and men called to fill their places on such regular assignment, will be compensated on the same basis as on week days. Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad."

The above rule provides that Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad. This record shows that no work was started on the coach until Sunday, December 12. That from 3:00 P. M., Sunday, December 12, until 7:00 A. M., Monday, December 13, and 3:00 P. M. Monday, December 13, until Tuesday 7:00 A. M., December 14, there was no work performed on the coach. In view of this record, the Division is of the opinion that there is no showing that the work performed on Sunday, December 12, was essential to the continuous operation of the railroad.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

ATTEST: J. L. Mindling
Secretary

Dated at Chicago, Illinois, this 15th day of May, 1945.