

The Second Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

Parties to Dispute: ( System Federation No. 156, Railway Employees'  
( Department, A. F. of L. - C. I. O.  
( (Electrical Workers)  
( Long Island Rail Road Company

Dispute: Claim of Employees:

1. That the following employee, R. C. Dee, Electrician, was deprived of the double time rate of pay worked on Sunday, February 6, 1972 - four hours and forty minutes.
2. That the above mentioned employee be compensated at the double time rate of pay instead of the time and a half he received for work performed on that day.

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.

Claimant was called for service on his rest day, Sunday, February 6, 1972 and worked four hours and forty minutes. He was paid at the time and one-half rate for such service but the Organization contends he should have been paid the double time rate due to the application of Article VII of the January 15, 1971 Sunday Work Agreement.

While the claim was being handled on the property Carrier denied that the Claimant was entitled to double time pay for this Sunday work since "The number of E.T. employees working on Sunday, February 6, 1972 was not greater than the number of E.T. employees working on Sunday, January 17, 1971, which was the qualifying Sunday for this rule."

Article VII - Sunday Work has been interpreted by this Division to require double time payment for any employee assigned to Sunday work above the maximum number of employees regularly assigned to Sunday work at the time of the Agreement. It is undisputed that the number of employees regularly assigned to Sunday work at the time the above Rule was adopted was fifty-nine (59). And Carrier maintains that on the claim date herein less than fifty-nine employees were assigned to Sunday work. This has not been refuted by the Organization and we must consider it factual.

Since Carrier did not assign more than the number of employees agreed upon in Article VII of the January 15, 1971 Agreement on the claim date herein, February 6, 1972, there is no merit to the claim and Claimant's request for double time pay instead of the time and one-half actually paid for his Sunday work must be denied.

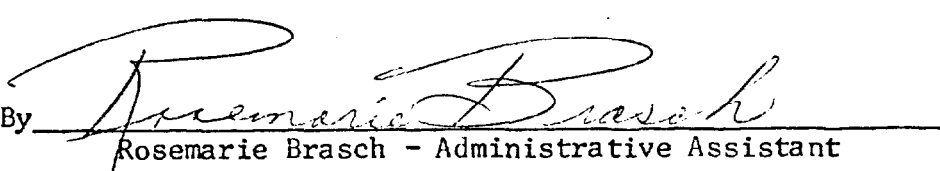
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Executive Secretary  
National Railroad Adjustment Board

By

  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 20th day of March, 1974.