

The Second Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

PARTIES TO DISPUTE: (Brotherhood Railway Carmen of the United States
(and Canada
(
(Southern Pacific Transportation Company

STATEMENT OF CLAIM:

1. That the Southern Pacific Transportation Company violated the terms of Article V of the April 24, 1970 Agreement when the Carrier failed to properly compensate Carman E. Williams, Sr. for services rendered on June 24, 1984.

2. That accordingly, the Southern Pacific Transportation Company be ordered to compensate Carman E. Williams, Sr. in the amount of four (4) hours' pay at pro rata rate.

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 employes 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.

Claimant is employed as a Car Inspector by Carrier, at its Roseville, California yard. On Thursday, June 21, 1984, Claimant began working in a new assignment with a Monday-to-Friday workweek and rest days on Saturday and Sunday; Claimant had been working an assignment with rest days on Monday and Tuesday. Claimant then worked on June 23 and 24, 1984, his first and second rest days. Carrier compensated Claimant for his work on these two dates at the time and one-half rate. The Organization thereafter filed a claim on Claimant's behalf, asserting that Claimant should have been compensated at the double time rate for his work on June 24, 1984, his second rest day.

This Board has reviewed the evidence in this case, and we find that the Organization has met its burden of proof and the claim must be sustained.

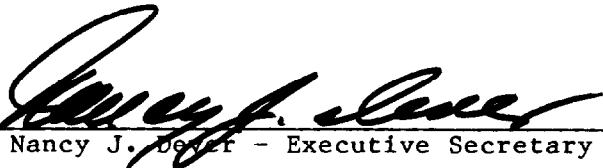
If the Carrier's position were to be accepted, the Claimant could be worked for eleven consecutive days without time off before becoming eligible for a second rest day premium pay. This case is similar to Second Division Award 6349, where we found that type of result to be "inconceivable." Work performed at other assignments for the Carrier is not a stated exception to the rule. The Claimant worked all of the hours of his assignments in that workweek and was thereby eligible for premium pay.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 6th day of April 1988.