



Award No. 4799
Docket No. 4687
2-C&EI-FO-'65

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

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

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 20, RAILWAY EMPLOYEES' DEPARTMENT, A. F. OF L. — C. I. O. (Firemen & Oilers)

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

That James Garner, Salem Illinois be paid time and one-half at the current rate of pay in addition to compensation he has already received for Washington's Birthday, February 22, 1963.

That the current agreement is being violated at Salem, Illinois when James Garner is required to work Holidays for straight time pay.

The monthly rate received by James Garner makes no allowance for time and one-half pay in addition to the straight time pay when these Holidays are worked.

EMPLOYEES' STATEMENT OF FACTS: Laborer James Garner, hereinafter referred to as the claimant, is regularly employed as such by the Chicago and Eastern Illinois Railroad Co., hereinafter referred to as the carrier, at Salem, Illinois. Claimant is regularly assigned to a monthly rated position working six (6) days per week, Monday through Saturday, 1:00 A. M. to 10:00 A. M., with one hour for lunch, and with Sunday as an assigned rest day, for which he is currently (February 1963) compensated a monthly rate of \$478.52. Claimant is required as a part of his assignment to work all holidays.

Prior to May 17, 1962, claimant's assignment was an hourly rated position. Effective May 17, 1962, carrier discontinued the hourly rated position and established through bulletin, a monthly rated position to which claimant was assigned. The rate of pay set forth in the bulletin was increased in June 1962 pursuant to terms of a national agreement dated June 5, 1962, granting a general wage increase.

For the reasons set forth herein this claim is void of any merit under the agreement rules and must be declined accordingly.

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.

Issues are raised respecting the proper calculation of the monthly rate of pay under Rule 8 and Article II of the August 21, 1954 Agreement, but those issues are not encompassed by the claim before us. The issue here is whether the provisions of Rule 4 apply to monthly rated positions established under Rule 8 and require an additional payment of 4 straight time hours for a holiday worked on such a position.

Rule 8 provides for the establishment of positions at a monthly rate "to cover all services rendered". Rule 4 provides time and one-half rate for work performed on rest days and specified holidays. There is no question that this rule is applied to provide additional pay to employes holding such monthly rated positions for service on rest days. This being true, no valid reason appears to hold it inapplicable to work performed on holidays on such positions on the evidence in this docket.

The employes contend that this additional pay should be factored into the monthly rate of pay. The rules make no provision for such a monthly rate adjustment and there is no evidence that additional pay for rest day service has been so paid.

AWARD

Claim sustained as stated in the findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of December, 1965.

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Dudley E. Whiting when the interpretation was rendered.

INTERPRETATION NO. 1 TO AWARD NO. 4799

DOCKET NO. 4687

Name of Organization:

SYSTEM FEDERATION NO. 20, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Firemen & Oilers)

Name of Carrier:

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

QUESTION FOR INTERPRETATION:

Does the language in Award No. 4799, reading:

"Rule 8 provides for the establishment of positions at a monthly rate 'to cover all services rendered.' Rule 4 provides time and one-half rate for work performed on rest days and specified holidays. There is no question that this rule is applied to provide additional pay to employes holding such monthly rated positions for service on rest days. This being true, no valid reason appears to hold it inapplicable to work performed on holidays on such positions on the evidence in this docket.

The employes contend that this additional pay should be factored into the monthly rate of pay. The rules make no provision for such a monthly rate adjustment and there is no evidence that additional pay for rest day service has been so paid. (Emphasis ours.)

AWARD

Claim sustained as stated in the findings."

when considered in conjunction with that part of the claim of ~~Employes~~ reading:

"That James Garner, Salem, Illinois be paid time and one-half at the current rate of pay in addition to compensation he has already received for Washington's Birthday, February 22, 1963."

mean that the Claimant is entitled to four (4) hours' additional compensation for service performed on Washington's Birthday, February 22, 1963?

FINDINGS: The answer to the Question for Interpretation proposed by the Employees is yes, the claimant is entitled to four hours' additional compensation for service performed on February 22, 1963.

The 28 pro rata hours incorporated into the monthly rate pursuant to Article II, Section 2(b) of the August 21, 1954 Agreement is not stated to be for work performed on holidays. It is properly interpreted as an adjustment in rate to offset the additional earnings accruing to hourly rated employees through the holiday pay provided in Section 1, and Section 5 preserves the existing rules and practices governing payment for work performed on a holiday.

No evidence being presented respecting any such practice, we found that Rule 4 required the additional compensation awarded for work performed on Washington's Birthday.

Referee Dudley E. Whiting, who sat with the Division as a Member when Award No. 4799 was rendered, also participated with the Division in making this interpretation.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 12th day of July, 1966.