

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank Elkouri, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE NEW YORK CENTRAL RAILROAD, BUFFALO AND EAST

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad (Buffalo and East), that:

1. Carrier violated the agreement between the parties hereto when it failed and refused to compensate Telegraphers R. Zocchi and A. Colonna for September 6, 1954 (Labor Day) in accordance with Article II, Section 1 of the August 21, 1954 Agreement.
2. Carrier shall be required to compensate Telegraphers R. Zocchi and A. Colonna for 8 hours, at pro rata rate, for the positions of Agent, Crestwood, New York and first shift Assistant Agent, White Plains, New York, respectively, in addition to any compensation previously paid for September 6, 1954 (Labor Day).

EMPLOYES' STATEMENT OF FACTS: There is in full force and effect a collective bargaining agreement between the New York Central Railroad Company (Buffalo and East), hereinafter referred to as Company or Carrier and The Order of Railroad Telegraphers, hereinafter referred to as Employees or Telegraphers. The Agreement was effective July 1, 1948 and has been amended. The agreement and all amendments thereto are included by reference in this Submission.

The disputes herein set forth were handled on the property as separate claims, but for convenience, since the issue is exactly the same, are submitted together. The claims were handled, in the usual manner, to the highest officer designated by Carrier to handle such disputes, in accordance with the Railway Labor Act, as amended. The Carrier refused to adjust the disputes on the property. This Division of the National Railroad Adjustment Board has jurisdiction of the parties and the subject matter, as provided in the Railway Labor Act, as amended.

CLAIM OF R. ZOCCHI

On the 29th day of August, 1954, Telegrapher Zocchi was, by officers of Carrier, assigned to the position of Agent, Crestwood, New York, for the purpose of relieving F. J. Roselle, Agent, Crestwood, New York, for his vacation. Mr. Zocchi remained on the assignment from August 29, 1954 to September 11, 1954, inclusive.

sequently, the language of Article II, Section 1, of the August 21, 1954 Agreement limits the application of the entire Article to "regularly assigned employees. Stated differently, an employee failing to meet this one condition cannot qualify for holiday pay. It is just that plain and simple.

CONCLUSION:

The carrier has shown your honorable Board by the facts herein above submitted, that the Claimants were "extra" employees not "regularly assigned" and were properly compensated for the work they performed on the holiday, September 6, 1954; that the controlling agreement limits the application of the holiday pay provisions to "regularly assigned hourly or daily rated employees".

For these reasons the claim should be denied.

All facts or arguments herein presented have been made known to the Employees.

(Exhibits not reproduced)

OPINION OF BOARD: This case involves the claim of extra employees to holiday pay allegedly due them under Section 1, Article II of the August 21, 1954, National Agreement. In numerous Awards the Second and Third Divisions of this Board have held that "regularly assigned" employees, as that term has been traditionally understood in the railroad industry, are the only employees covered by said provision. See Third Division Awards 7430, 7431, 7432 and 7721; Second Division Awards 2052, 2169 and 2297. Claimants were not regularly assigned employees.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of July, 1957.