



**Award No. 15472**  
**Docket No. TE-12984**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Don Hamilton, Referee**

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**  
**(Formerly The Order of Railroad Telegraphers)**

**CHICAGO UNION STATION COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago Union Station Company that L. Myers, regular assigned Assistant Train Director at Harrison Street Tower, first trick, rest days Friday and Saturday, was improperly suspended from working his regular assigned position on holiday, November 24, 1960, in violation of Article 16(a) and (d), Articles 18 and 22.

Because of this violation, claim is hereby made that L. Myers is entitled to a day's pay at the time and one-half rate for November 24, 1960 in accordance with Article 25(a) and the aforementioned rules of the Agreement.

**EMPLOYEES' STATEMENT OF FACTS:** As specified in the Statement of Claim, Mr. L. Myers was the regularly assigned first shift Assistant Train Director at Harrison Street Interlocking Station, Chicago, Illinois., Sunday through Thursday each week with rest days Friday and Saturday, this is a seven-day position. Thursday, November 24, 1960 was a holiday, under the agreement between the parties, which fell on a work day of claimant's assignment. Claimant was directed not to work this holiday and such constituted an improper suspension from his position.

Regulation 18 (captioned "Guarantee") of the current agreement between the parties (which by this reference is hereby made a part of this submission, provides:

"All regular assignments shall consist of five (5) 8-hour tours of duty within each seven (7) day period. Relief work not otherwise assigned will accrue to extra list employees. This rule shall not apply in cases of reduction of forces nor where traffic is interrupted or suspended by conditions not within the control of the Station Company."

The seven-day period of the assignment, as involved in this instance, commenced Sunday, November 20, 1960 and ended Saturday, November 26, 1960. The work days guaranteed to the claimant under the above rule were Sunday, Monday, Tuesday, Wednesday and Thursday, with Friday and Saturday being observed as rest days. The seven-day period conforms to the work week established by Regulation 16(i):

After further consideration we are of the opinion that further payment to Employee Myers must be respectfully declined as previously stated in my letter of March 8, 1961.

Yours truly,

/s/ G. P. Henson"

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**CARRIER'S STATEMENT OF FACTS:** The claimant herein, L. Myers, held a monthly-rated position of Assistant Train Director at the Harrison Street Interlocking Station, Chicago, Illinois. His assigned work week was Sunday through Thursday, and on his Friday and Saturday rest days, this position was filled by a regularly assigned relief employee.

Because the number of commuter trains which operate into the Chicago Union Station is considerably reduced on holidays, the work load of employees at the Harrison Street Interlocking is much less on holidays than ordinary week days. The railroads operating suburban trains follow a Sunday schedule on holidays. The CB&Q, for example, ran only twenty suburban trains on Thanksgiving Day, November 24, 1960, whereas on an ordinary Thursday there are sixty-six suburban trains scheduled over that railroad. The GM&O's two suburban trains did not operate, along with two of the four commuter trains on the PRR. Out of a total of 72 week day suburban trains, 50 did not run on the Thanksgiving Day holiday.

The claimant was properly notified that he would not work on Thursday, November 24, 1960 (Thanksgiving Day). The work that he would have performed was taken care of by the Train Director, an employee fully represented by Petitioning Organization. There is no question involved here of crossing craft or seniority lines, since all employees represented by The Order of Railroad Telegraphers on this property are on a single seniority district.

Along with other monthly-rated positions, the job involved in this dispute was increased by 56 pro-rata hours' pay effective May 1, 1954 to compensate for holiday pay. The monthly rate of this position included eight hours' pay on each of the seven holidays in the year.

The agreement between the parties effective September 1, 1949 is on file with the Board and is applicable to this dispute.

**OPINION OF BOARD:** Claimant Myers holds a regular assignment as Assistant Train Director on first trick at Harrison Street Tower. His assignment consists of 5 days of work and 2 rest days in each 7 day period starting on Sunday of each calendar week. His compensation is on a monthly basis which includes the adjustment for holiday pay provided by the August 21, 1954 agreement.

November 24, 1960, was the Thanksgiving Day Holiday and the Claimant was notified that he would not work on that day. He submitted a time claim for a day's pay at the time and one-half rate alleging that the Carrier erred in not allowing him to work on the Thanksgiving Holiday.

The Organization cites Rule 18 which says, "All regular assignments shall consist of 5 eight hour tours of duty within each 7 day period."

It is urged by the Organization that this rule runs to the position and not to the employees. Therefore, the Organization contends that it is an error for the Carrier to refuse to allow an employee to work on a holiday in view of Rule 18.

The Carrier contends that the employees who are monthly rated are paid for the holidays and therefore, the Carrier can blank the position and still comply with Rule 18.

We find that the holiday pay granted under the August 21, 1954 agreement increased by 56 hours per year the compensation accruing to the employees. This was intended to compensate the employees for 7 holidays with pay each year.

It would appear that in this specific case, as a result of the language in Rule 18, the Organization is contending that an employee must be worked on the holidays, receive pro rata pay for not working, and in addition, receive time and one-half pay for the work performed. We do not believe that this is the proper interpretation of the intent of the rule.

The employees receive pro rata pay for all of the 7 holidays. Therefore, technically, Rule 18 is satisfied in that the 5 eight hour tours of duty assignment is compensated for by the Carrier. It certainly would be a different situation if the employees were not paid for the holidays. We are of the opinion that Rule 18 does not require the Carrier to physically work the employees on holidays at the time and one-half rate.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of April 1967.

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