

Award No. 15661
Docket No. TE-14099

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

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

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that:

1. Carrier violated the terms of an Agreement by and between the parties hereto when it failed and refused to properly compensate J. I. Shires for service performed on Monday, December 25, 1961, a holiday.

2. Carrier shall compensate J. I. Shires in the amount of twenty-three (23) hours at the time and one-half rate less amount already paid him for service performed on Monday, December 25, 1961.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement by and between the parties hereto, effective December 1, 1944 (reprinted March 1, 1951, including revisions, and as otherwise amended). Copies of said agreement are on file with your Board and are by this reference made a part hereof.

J. I. Shires, hereinafter referred to as claimant, was on the date involved in this claim the regularly assigned second shift telegrapher-clerk at Vincent, California. As such he had an assigned work week of Wednesday through Sunday, Mondays and Tuesdays rest days. Assigned hours 4:00 P.M. to 12 Midnight.

The respondent is the Southern Pacific Company (Pacific Lines), hereinafter referred to as Carrier.

Mrs. L. Chaney is a regularly assigned second shift telegrapher-clerk at Lang, California. Due to illness, Mrs. Chaney was unable to protect her assignment on Monday, December 25, 1961 (a holiday). In the absence of a qualified extra employee, the Carrier used claimant on his assigned rest day to protect the holiday assignment on Mrs. Chaney's position.

3. By letter dated February 4, 1962 (Carrier's Exhibit C), Petitioner's District Chairman presented claim to Carrier's Division Superintendent in behalf of the claimant for eight (8) hours' additional compensation at the time and one-half rate of his assignment on the holiday, December 25, 1961, and by letter dated February 26, 1962 (Carrier's Exhibit D), the latter denied the claim. The claim was entirely separate and apart from the claimant's claim for eight (8) hours paid for and not worked under Article II — Holidays — of Agreement of August 21, 1954, in that the claim was unrelated to agreement of August 21, 1954, and was instead a claim for two separate time and one-half payments for service performed on December 25, 1961, one for eight hours at time and one-half under Rule 6(a) and one for eight hours at time and one-half under Rule 7(c-4).

4. By letter dated March 29, 1962 (Carrier's Exhibit E), Petitioner's General Chairman appealed the District Chairman's claim described in Paragraph 3, above, to Carrier's Assistant Manager of Personnel and added an entirely new claim for eight (8) hours at the time and one-half rate under Rule 7, Section C-1, for service performed on his rest day, for three (3) hours at the time and one-half rate under Rule 6, Section (b) for services performed within the week day hours of his own assignment on the holiday, for six (6) hours at the time and one-half rate under Rule 6(c) for services performed outside the week day hours of his own position, and six (6) hours at the time and one-half rate under Rule 7, Section C-3 for service performed outside the week day hours of his own position on his rest day, for a total of twenty-three (23) hours taking credit for eight (8) hours at the time and one-half rate already received as a balance due of fifteen (15) hours at the punitive rates. By letter of June 11, 1962 (Carrier's Exhibit F), Carrier's Assistant Manager of Personnel denied the claim, stating that the claimant was properly compensated for service performed on date involved and no provision of said agreement contemplates additional payment claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: The question in this dispute has been resolved in Award Nos. 10541, 10679, 11454, 11899, 12453, 12471, 14138, 14489, 14528, 14977, 14978, 15000, 15052, 15144, 15226, 15340, 15361, 15362, 15376, 15440, 15450, 15527, 15528, 15531, and 15553.

As in these Awards, we hold that the Agreement was violated and the claim is sustained.

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 violated.

AWARD

The Claim is sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 20th day of June 1967.