

Award No. 15987
Docket No. TE-16333

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the New York, New Haven and Hartford Railroad, that:

CLAIM NO. 1

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. F. F. Dray for work performed on May 31, 1965, a regularly assigned rest day of his assignment which was also a holiday (Decoration Day).

(b) Carrier shall be required to compensate Mr. F. F. Dray for eight hours at time and one-half rate of his position in addition to the amount already paid for working on May 31, 1965.

(Railroad Docket 10076.)

CLAIM NO. 2

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. Gustave E. Meyers for work performed on May 31, 1965, a regularly assigned rest day of his assignment which was also a holiday (Decoration Day).

(b) Carrier shall be required to compensate Mr. Gustave E. Meyers for eight (8) hours at the time and one-half rate of his position in addition to the amount already paid for working on May 31, 1965.

(Railroad Docket 10138.)

CLAIM NO. 3

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. B. D. Benson, second trick operator at Signal Station 44, South Norwalk, for work performed on February 22, 1965, a regularly assigned rest day of his assignment which was also a holiday (Washington's Birthday).

(b) Carrier shall be required to refund to Mr. Benson the sum of \$34.92 wrongfully deducted from his pay check for the week ending March 20, 1965.

(Railroad Docket 10020.)

CLAIM NO. 4

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Messrs. John O'Book and S. J. Kucenski for work performed on September 6, 1965, a regularly assigned rest day of their assignments which was also a holiday (Labor Day).

(b) Carrier shall be required to compensate Messrs. John O'Book and S. J. Kucenski for eight (8) hours at the time and one-half rate of their positions, in addition to the amounts already paid for working on September 6, 1965.

(Railroad Docket 10194.)

CLAIM NO. 5

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. Joseph P. Lucas for work performed on July 5, 1965, a regularly assigned rest day of his assignment which was also a holiday.

(b) Carrier shall be required to compensate Mr. Joseph P. Lucas for eight hours at time and one-half rate of his position in addition to the amount already paid for working on July 5, 1965.

(Railroad Docket 10199.)

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties dated September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

These claims were timely presented, progressed, including conference with the highest designated officer of the Carrier and have been declined. Employees therefore appeal to your Honorable Board for adjudication.

Correspondence reflecting the handling on the property is included in TCU Exhibits 1 through 5.

CLAIM NO. 1

Claimant F. F. Dray was regularly assigned as the first trick operator at Cos Cob with rest days on Sunday and Monday. On Monday, May 31, 1965, a recognized holiday, he was required to work the regular hours of his own assignment. He claimed eight hours at time and one-half for working his rest day and eight hours at time and one-half for working on the holiday. Carrier only paid him for eight hours at time and one-half. TCU Exhibit 1. Railroad Docket 10076.

CLAIM NO. 2

Claimant Gustave E. Meyers was regularly assigned to first trick at Signal Station 63 with rest days Sunday and Monday. On Monday, May 31, 1965, which

OPINION OF BOARD: This dispute is similar in all respects to Award Number 15985.

The Board holds that the Agreement was violated.

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

Claim is sustained.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December 1967.