



Award No. 15990
Docket No. TE-16582

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 & Hartford Railroad, that:

CLAIM NO. 1

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. H. J. Farrell for work done on February 22, 1966, a regularly assigned rest day of his assignment, which was also a holiday (Washington's Birthday).

(b) Carrier shall be required to compensate Mr. H. J. Farrell for eight hours at one and one-half times the rate of his assignment in addition to the amount already paid for working on February 22, 1966. Railroad Docket 10355.

CLAIM NO. 2

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. M. A. Ceccarelli for work done on November 25, 1965, a regularly assigned rest day of his assignment, which was also a holiday (Thanksgiving Day).

(b) Carrier shall be required to compensate Mr. M. A. Ceccarelli for eight hours at one and one-half times the rate of his assignment in addition to the amount already paid for working November 25, 1965. Railroad Docket 10323.

CLAIM NO. 3

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. H. G. Orr for work done on December 25, 1965 and January 1, 1966, which were regularly assigned rest days of his assignment, which were also holidays (Christmas and New Year's).

(b) Carrier shall be required to compensate Mr. H. G. Orr for eight hours at one and one-half times the rate of his assignment in addition to the amount already paid for working on each of his rest day-holidays, December 25, 1965 and January 1, 1966. Railroad Docket 10347.

CLAIM NO. 4

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. B. Benson for work done February 22, 1966, a regularly assigned rest day of his assignment, which was also a holiday, Washington's Birthday.

(b) Carrier shall be required to compensate Mr. B. Benson for eight hours at one and one-half times the rate of his assignment in addition to the amount already paid for working February 22, 1966. Railroad Docket 10355.

CLAIM NO. 5

(a) Carrier violated the Agreement between the parties when it failed and refused to properly compensate Mr. W. Houston for work done on December 25, 1965 and January 1, 1966, which were regularly assigned rest days of his assignment, which were also holidays (Christmas and New Year's).

(b) Carrier shall be required to compensate Mr. W. Houston for eight hours at one and one-half times the rate of his assignment in addition to the amount already paid for working on each of the rest day-holidays, December 25, 1965 and January 1, 1966. Railroad Docket 10363.

EMPLOYEES' STATEMENT OF FACTS: An agreement between the New York, New Haven and Hartford Railroad Company and this Union, 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 presented and progressed by the Employees in accordance with the time limits provided by the Agreement up to and including appeal and conference with the highest officer designated by the Carrier to receive appeals. Having failed to reach a settlement, the Employees now appeal to your Honorable Board for adjudication.

A brief explanation of each claim follows:

CLAIM NO. 1

Claimant, S. S. Operator H. J. Farrell, holds regular assignment on the 3:55 P. M. to 11:55 P. M. operator's position in the Train Dispatcher's Office in Boston, Massachusetts, assigned to work Thursday to Monday, inclusive — Tuesday and Wednesday are his rest days. On Tuesday, February 22, 1966, one of his rest days, also a holiday, Washington's Birthday, he was required to work the regular hours of his assignment. He claimed pay at one and one-half times the rate of his position for working and pro rata for the holiday, and was paid accordingly. His Superintendent notified him on March 24, 1966, that he was

CLAIM NO. 5 - Carrier's Docket 10363

The claimant in this case, Agent W. J. Houston, held regular assignment of agent at Rye, New York. On December 25, 1965 and January 1, 1966, claimant was required to perform service on his regular assignment. Both of the days involved are national holidays and rest days of the claimant's assignment. For service performed on each of the days involved, Mr. Houston was paid eight hours at the punitive rate.

In each of the foregoing cases the Carrier made payment of eight hours at time and one-half rate for service performed on their assigned rest days. The employees claimed an additional day's pay at punitive rate.

The instant claims were progressed through the prescribed channels on the property up to and including the undersigned.

Attached in exhibit form is copy of the pertinent correspondence as follows:

EXHIBIT A - General Chairman's appeal in Claim 1.

EXHIBIT B - Carrier's decision in Claim 1.

EXHIBIT C - General Chairman's appeal in Claim 2.

EXHIBIT D - Carrier's decision in Claim 2.

EXHIBIT E - General Chairman's appeal in Claim 3.

EXHIBIT F - Carrier's decision in Claim 3.

EXHIBIT G - General Chairman's appeal in Claim 4.

EXHIBIT H - Carrier's decision in Claim 4.

EXHIBIT I - General Chairman's appeal in Claim 5.

EXHIBIT J - Carrier's decision in Claim 5.

Copy of the Agreement between the parties, dated September 1, 1949, as amended, is on file with your Board and is, by reference, made a part of this submission.

(Exhibits not reproduced.)

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.