

Award No. 16495
Docket No. CL-17014

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6287) that:

(1) Carrier violated rules of the Clerks' Agreement when it failed or refused to properly compensate Mr. C. R. Shaw for work performed on November 24, 1966, a regularly assigned rest day which was also a holiday.

(2) The above named claimant shall now be paid an additional 8 hours at the rate of time and one-half for time worked on November 24, 1966.

EMPLOYEES' STATEMENT OF FACTS: Mr. C. R. Shaw is regularly assigned to position of Crew Dispatcher at Roodhouse, Illinois, assigned work days Friday through Tuesday, assigned rest days Wednesday and Thursday.

Thursday, November 24, 1966 was the Thanksgiving holiday. It was also one of Mr. Shaw's assigned rest days.

On Thursday, November 24, 1966, Mr. Shaw was used to relieve the occupant of the regularly assigned Relief Clerk position who was on vacation, and was allowed 8 hours' pay at the rate of time and one-half for working on his assigned rest day. His claim for 12 hours at the pro rata rate of pay (8 hours at time and one-half) for working on the Thanksgiving holiday was declined. (Employees' Exhibit A.)

Claim was handled through the regular channels up to and including the highest officer of the Carrier authorized to handle such claims, who has declined payment of same. (Employees' Exhibit B.)

There is in effect between the Carrier and this Brotherhood an Agreement, effective November 1, 1950, covering working conditions of the employees, which Agreement has been filed with the National Railroad Adjustment Board, as provided by the Railway Labor Act, as amended, and by this reference is made a part hereof.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Claimant Shaw held a daily-rated assignment as crew dispatcher at Roodhouse, Illinois, with work days Fridays through Tuesdays, and rest days Wednesdays and Thursdays. The remaining two days (Wednesdays and Thursdays) of this 7-day-per-week crew dispatcher position were a part of another 5-day assignment. On Thursday, November 24, 1966 (Thanksgiving Day), the holder of the latter assignment was on vacation, and no other clerk being available, Claimant performed eight hours' work on said assignment, for which he was allowed eight hours' pay at the time and one-half rate.

Claim is made by the Employee for an additional payment of eight hours at the time and one-half rate for the eight hours' work performed by Claimant on November 24, 1966. In other words, Claimant seeks a payment of 16 hours at the time and one-half rate (the equivalent of three days or 24 hours' pay) for eight hours' work.

OPINION OF BOARD: Claimant was the regular occupant of crew dispatcher position having assigned rest days of Wednesday and Thursday. Due to the regular relief employee being on vacation and other clerks not being available, Claimant was called to work on his assigned rest day, Thursday, November 24, 1966, which was also a holiday (Thanksgiving Day) as specified in Rule 50. Rule 50 provides for payment at time and one-half for work performed on the named holidays and Rule 46 provides for the time and one-half rate for service on rest days. For service performed on November 24, 1966, Claimant was paid eight hours at the time and one-half rate and claims an additional payment of eight hours at the time and one-half rate.

Since Award 10541 the question at issue in this case has been decided a considerable number of times in favor of the employee, including several times by this referee (Awards 15800, 16099, 16100, 16127), and we see no reason to depart therefrom. The claim will be 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 Employee involved in this dispute are respectively Carrier and Employee 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 by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of July 1968.

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