



Award No. 16543
Docket No. SG-16750

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN
ERIE-LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Erie-Lackawanna Railroad Company:

On behalf of Mr. E. Pickel, Signalman, New York Division, for additional nine (9) hours' pay at the time and one-half rate account being called to perform work on Saturday, July 31, 1965, which was Claimant's birthday and also his regular assigned rest day.
[Carrier's File: 220.24; Item 123]

EMPLOYEES' STATEMENT OF FACTS: This claim involves the question of how an employe is to be paid for service he performs on a day which is a holiday and also his rest day.

Claimant Signalman E. Pickel, Gang No. 52, headquartered at Newark, New Jersey, was called to work on Saturday, July 31, 1965, a day which was his birthday and one of his assigned rest days, as well.

In accordance with the provisions of Article II, Section 6, of the November 20, 1964 Mediation Agreement, Mr. Pickel was paid eight (8) hours at the pro rata rate because his birthday fell on other than a work day of his work week.

For service performed on an assigned rest day, Mr. Pickel was paid nine (9) hours at the time and one-half rate; this payment was made in accordance with the provisions of Rule 16(c) of the Signalmen's Agreement.

Carrier failed and/or refused, however, to allow payment in accordance with the provisions of Rule 15 for the services which Signalman Pickel performed on the holiday defined in Article II, Section 6, of the November 20, 1964 Mediation Agreement. Claim on his behalf was, therefore, entered for an additional nine (9) hours' pay at the time and one-half rate.

Correspondence relating to the dispute has been reproduced and identified as Brotherhood's Exhibit Nos. 1 through 11. As indicated by this correspondence, the dispute has been handled in the usual and proper manner on the

property by the Brotherhood, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of March 1, 1953, as amended, which is by reference made a part of the record in this dispute. Included in the amendments is Article II of the November 20, 1964 Mediation Agreement.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: At the time of claim, F. Pickel, hereinafter referred to as claimant, was working as Signalman, Gang No. 52, Newark, N. J., with rest days of Saturday and Sunday. Claimant was called and worked on Saturday, July 31, 1965, a rest day, which also happened to be his birthday, due to an emergency when an MU derailment occurred at Berkeley Heights, N. J. He was properly paid one (1) day at pro-rata rate of his position for his birthday holiday as such and nine (9) hours at the one-half rate for work performed on July 31, 1965.

Under date of August 10, 1965 (Exhibit A), claim was instituted with Signal Supervisor by the Local Chairman and denied on September 13, 1965. It was thereafter handled on appeal up to and including Carrier's highest officer designated to handle such matters, where it was denied (Exhibit B) and discussed in conference on February 17, 1966, with denial confirmed on February 25, 1966 (Exhibit C).

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was regularly assigned as a Signalman with an assigned work week of Monday through Friday and rest days of Saturday and Sunday. Claimant was required to perform nine hours' work on Saturday, July 31, 1965 which day was his Birthday holiday and also one of his regularly assigned rest days.

Claimant was paid eight hours at pro rata rate for his Birthday and nine hours at the time and one-half rate for service performed. He seeks an additional nine hours' pay at the time and one-half rate.

The issues in this dispute are the same as those in several recent awards of this Board, such as: Awards 15398, 15440, 15764, 15875, 15892, 16101, 16153 and 16291. Accordingly, we will sustain the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of August 1968.