

Award No. 16797
Docket No. SG-17119

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Rock Island and Pacific Railroad Company:

On behalf of Mr. J. B. Keiken, regularly assigned to work as Signal Maintainer, first trick, Blue Island Interlocking, Blue Island, Illinois, Monday through Friday, 6:30 A. M. to 3:30 P. M., for an additional six and three-twelfths (6-3/12) hours' pay at the punitive rate for services he performed on Saturday, December 25, 1965 — his rest day and also a holiday — from 4:15 A. M. to 10:30 A. M. (Carrier's File: L-130-359)

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

Signal Maintainer J. B. Keiken was called on Saturday, December 25, 1965, to perform work on his assigned territory at Blue Island Interlocking. He worked from 4:15 A. M. until 10:30 A. M. for which he was paid six and three-twelfths (6-3/12) hours' pay at the punitive rate.

Inasmuch as December 25 was Christmas Day and a rest day for Signal Maintainer Keiken, he entered an overtime report showing 6-3/12 hours' punitive pay for his working on a holiday and 6-3/12 hours' punitive pay for his working on a rest day.

On January 4, 1966, Supervisor R. S. Carle advised the Maintainer that the time shown for his working the rest day would be allowed, but Mr. Carle would not recognize for payment the time shown on the overtime report for working the holiday.

As a result, claim on Mr. Keiken's behalf was made on February 3, 1966, by Local Chairman L. L. Harris. The basis for the claim was Rules 16, 17 and

storm. December 25th was claimant's regularly assigned rest day as well as Christmas, a National Holiday.

3. Claimant performed six and three-twelfths (6-3/12) hours service on December 25th and filed a time report claiming 6-3/12 hours account performing work on a National Holiday as well as an additional 6-3/12 hours account performing work on his rest day.

4. Claimant's overtime report was declined on January 4, 1966, by his immediate supervisor as follows:

"Your claim G-87 dated December 25, 1965 is hereby denied. You are only allowed punitive time for actual time worked on rest day. Your claim for punitive time for holiday is incorrect; only 6-3/12 hours will be recognized."

5. To avoid burdening the record, Carrier has not included copies of the correspondence on the property concerning this claim as it is anticipated the Organization will produce such correspondence as a part of its submission. However, Carrier will refer to various portions of this correspondence, as necessary, and will reproduce pertinent portions of same when appropriate. Carrier will also take exception in its rebuttal statement to any errors or omissions in the Organization's reproduction of such correspondence.

6. The procedures followed in the progression of this claim were timely and in accordance with the applicable rules in effect on this property and the Railway Labor Act, as amended. Although on the property the General Chairman raised a time limit question regarding his not receiving a timely denial of his appeal to the highest officer designated to handle disputes due to being mishandled in the mail it was agreed in Jesse Clark's February 17, 1967 letter and Carrier's February 23, 1967 reply thereto that this claim would be submitted to your Board on the merits of the claim and that the Organization would not pursue the General Chairman's contention regarding the alleged violation of the time limit rule.

OPINION OF BOARD: Claimant was required to work six and three-twelfths hours on Saturday, December 25, 1965, which was both his rest day and his Christmas Day Holiday. He was paid at the punitive rate for the time as worked on his rest day, but was refused such payment for his time as worked on the holiday.

We have decided the issue here involved in favor of the claim in most of our many awards dealing with the subject, starting with Award 10541 (Sheridan), and including a number of awards by this Referee (15398, 16099, 16100, 16101, 16127, 16495 and 16628). We find no reason in this case to depart from our decisions on the issue in those cases.

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 allowed.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of November 1968.