

Award No. 16982
Docket No. TE-15997

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Elgin, Joliet and Eastern Railway Company, that:

1. Carrier violated the Agreement between the parties when it failed and refused to properly compensate C. W. Franklin, Operator "J" Tower, Chicago Heights, Illinois for work performed on May 31, 1965, a regularly assigned rest day of his assignment, which was also a holiday, (Decoration Day).

2. Carrier shall be required to compensate C. W. Franklin for eight hours at time and one-half rate, in addition to the amount already paid for working on May 31, 1965.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective March 1, 1963, as amended and supplemented is available to your Board and by this reference is made a part hereof.

Mr. C. W. Franklin was the regularly assigned first trick Operator-Towerman at "J" Tower, Chicago Heights, Illinois, working Tuesday through Saturday, with rest days Sunday and Monday. On Monday, May 31, 1965, one of his rest days, also a Holiday (Decoration Day), he was required to work the regular hours of his assignment 8:00 A. M. to 4:00 P. M. He was paid for eight (8) hours at the rate of time and one-half, he made claim for pay for an additional eight (8) hours at time and one half on the premise of having been required to work on a day which was both his rest day and a Holiday. As payment was declined, the claim was progressed and handled timely in the usual manner up to and including conference with the highest designated officer of the Carrier and has been declined. Correspondence reflecting this handling on the property is included as TCU Exhibits 1 through 10.

Monday, May 31, 1965 was observed as the Holiday due to May 30, 1965 being Sunday.

(Exhibits not reproduced.)

"ARTICLE 17.

THE 40-HOUR WEEK - REST DAYS - SUNDAYS - HOLIDAYS

* * * * *

"Section 2. Holiday Work.

Time worked within the hours of the regular week day assignment on the following holidays; namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday), shall be paid on the following bases:

"On seven-day positions:

At the rate of time and one-half with a minimum of eight (8) hours.

On five and six-day positions:

At the rate of time and one-half with a minimum of three hours for each tour of duty.

TIME WORKED ON ABOVE HOLIDAYS BEFORE OR AFTER THE REGULAR WEEK DAY ASSIGNMENT SHALL BE PAID FOR IN ACCORDANCE WITH THE OVERTIME PROVISIONS OF ARTICLE 3 (c) OR THE CALL PROVISIONS OF ARTICLE 5(a) AND (b).

(See supplemental agreements dated 8/21/54 and 8/19/60 p. 30)."

The National Agreement of March 19, 1949 (Forty Hour Week Agreement effective September 1, 1949)

The National Agreement of August 21, 1954.

The National Agreement of August 19, 1960.

(Exhibits not reproduced.)

OPINION OF BOARD: In this case the Claimant, a regularly assigned employee, worked on a holiday which was also one of the rest days assigned his position. For service performed that day Claimant was paid eight hours at the time and one-half rate and the claim is for another such payment.

In numerous awards this Division has decided the issue here involved in favor of the Employees and we see no reason to depart therefrom. See recent Award 16801 wherein many of the awards are cited. 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 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 20th day of February 1969.