



Award Number 17309

Docket Number TE-16539

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert C. McCandless, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYES UNION

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Pennsylvania Railroad that:

1. The holiday provisions of the Agreement of August 29, 1960 provide in Section 3, that:

"For purposes of Section 1, the work week of other than regularly assigned employees shall be Monday to Friday . . ."

Thus in a week in which one of the seven recognized holidays occurs, a work week of Monday to Friday with rest days of Saturday and Sunday is established for extra block operators. In the week in 1964 in which Washington's Birthday occurred, Monday, February 17, to Friday, February 21, were work days and Saturday, February 22, and Sunday, February 23, were rest days for extra block operators.

2. The following extra block operators performed service on Sunday, February 23, 1964, their assigned rest day, for which they were compensated at the straight time rate:

E. M. Cratin—Brill, Block Operator
M. M. Detweiler—Broad, Posting
R. A. Kane—Broad, Posting
J. G. Fells—Zoo, Posting
M. F. Egan—Zoo, Asst. to Train Director
H. M. Chorney—Arsenal, Leverman

3. Claim is now made on behalf of the aforementioned extra block operators in accordance with Article 5 of the Agreement of August 21, 1954, that these employees should have been compensated at the time and one-half rate, Regulation 4-J-1. An additional four hours should now be allowed each employee at the rate of the position worked.

EMPLOYES' STATEMENT OF FACTS: Copy of the Agreement between the parties effective September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part of this submission.

Thus, so far as the Carrier is able to anticipate the basis of this claim, the questions to be decided by your Honorable Board are (1) whether Sunday, February 23, 1964 was a rest day of the Claimants' work week as alleged by the Employees and (2) whether the Claimants are entitled to the compensation claimed.

(Exhibits not reproduced)

OPINION OF BOARD: This dispute involves a contention by the Employees that Sunday, February 23, 1964, was a rest day for the claimant extra employees, and therefore the work performed by them on that day is properly compensable at the rest day rate of time and one-half.

There is no dispute about the facts. During the period of Monday, February 17, to Sunday, February 23, 1964, inclusive, the claimant extra employees worked various assignments as detailed in the parties' statement of facts. None of the employees actually worked more than five days during the period, but all of them worked on Sunday, February 23.

The Employees contend that Article III, Section 3, of the August 19, 1960 National Agreement alters the character of a "work week" in which a holiday occurs, so that in such weeks Saturday and Sunday must be the rest days of extra employees, regardless of work assignments or application of other agreement rules.

Carrier contends that the provision of the August 19, 1960 Agreement, which is relied upon by the Employees, relates only to the qualifying requirements for the holiday pay provided by Section 1 thereof, and thus leaves other rules relating to the rest days of extra employees unchanged.

A careful study of Article III, Sections 1 and 3, convinces us that the Carrier's position as to its non-applicability to the present case is correct. The third paragraph of Section 3, as clearly stated therein, is solely "For purposes of Section 1, . . .". Therefore, it has no other function. It follows that determination of rest days for employees for any purpose other than application of Article III, Section 1, of the August 19, 1960 Agreement, must be made from the general rules relating to work weeks and rest days of extra employees.

This decision must be confined solely to this particular case.

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 no violation of the Agreement is shown.

A W A R D

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 24th day of July 1969.