

**Award No. 18801
Docket No. SG-18966**

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

**SOUTHERN PACIFIC TRANSPORTATION COMPANY
(PACIFIC LINES)**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Southern Pacific Company that:

(A) That the Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947, and reprinted April 1, 1958, when it failed and/or declined to apply Rule 12 which resulted in a violation of Rule 70, by not allowing Mr. Shaw pay for work performed on his birthday holiday on March 12, 1969.

(B) That Mr. G. G. Shaw be allowed five and one-third (5½) hours at the time and one-half rate of his assignment on March 12, 1969.

[Carrier's File: SIG-162-23-]

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement between the parties to this dispute bearing an effective date of April 1, 1947, which is by reference made a part of the record herein. Pertinent to this dispute are Rules 12, 15 and 70 thereof, reading:

"RULE 12

(a) REST DAYS AND HOLIDAY WORK. Work performed by employes on their assigned rest days or on the following legal 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 for in accordance with the provisions of Rule 15, at the rate of time and one-half.

(b) Each regularly assigned hourly and daily rated employe shall receive eight (8) hours pay at the pro rata hourly rate of the position to which assigned for each of the holidays named in Section (a) when such holiday falls on a work day of the work week of the individual employe.

March 12, 1969, was claimant's birthday holiday, a date on which claimant was not required to work, and for which he was allowed 8 hours' pay at the applicable rate of position he held.

3. By letter dated April 15, 1969 (Carrier's Exhibit "A"), Petitioner's Local Chairman submitted claim in behalf of claimant to Carrier's Division Superintendent for 2 calls of 2 hours and 40 minutes each (5 hours and 20 minutes) at the applicable overtime rate of pay for March 12, 1969, based on the contention claimant was required to make two contacts with Carrier's office at Roseville in order to obtain his paycheck.

By letter dated June 12, 1969 (Carrier's Exhibit "B"), Carrier's Division Superintendent denied the claim. By letter dated June 30, 1969 (Carrier's Exhibit "C"), Petitioner's Local Chairman gave notice that the claim would be appealed.

By letter dated July 21, 1969 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated August 27, 1969 (Carrier's Exhibit "E"), the latter denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts disclose that March 10, 1969, was Claimant's regular work day. His pay check did not arrive with checks of other members of his Signal Gang. His check did not arrive on March 11, and, therefore, on March 12, which was the birthday holiday of this Claimant, Claimant found it necessary to contact Carrier concerning non-delivery of this check. On the morning of March 12, Claimant filled out a new pay voucher and the check was delivered and received by Claimant at 12:30 P. M. on March 12, 1969. Claim is made by the Organization on behalf of Claimant for 5½ hours at the time and one-half rate of his assignment for March 12, 1969, for the reason that Claimant was required to perform certain acts on his birthday holiday which he should not have had to perform, and which he would have otherwise performed during his regular work hours. Carrier contends that there is no basis for this claim for the reason that there is no rule violation; that Claimant was not required to work on his birthday holiday; and that the request for pay made on this date did not constitute work as contemplated by the Agreement. Carrier further contends that this claim would be classified as pay for inconvenience which is not covered by the Agreement.

This Board fails to find a rule violation. In order to prevail, the Organization must prove that a specific rule in the current Agreement has been violated. Awards Nos. 17212 (Brown); 16288 (Goodman); 16639 (McGovern), and others. The awards also hold that picking up of a paycheck is not service compensable under work rules. Awards Nos. 18486 (Rosenbloom). There is no doubt that the delay in receiving Claimant's paycheck caused inconvenience to Claimant. However, this Board does not have authority to compensate for inconvenience absent a specific rule. Awards Nos. 12250 (Seff); Award 13935 (Dorsey) and others. For the foregoing reasons, this claim will be denied.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 12th day of November 1971.