

Award No. 8388
Docket No. TE-8284

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System General Committee of The Order of Railroad Telegraphers on St. Louis Southwestern Railway, that:

(a) The terms of the agreement between the parties hereto were violated when and because the Carrier refused to allow H. V. White a day's (eight hours) pay at pro rata rate, pursuant to Article II of the August 21, 1954 Agreement, for each of the following holidays: Decoration Day, May 31, 1954, as agent-telegrapher, Fair Oaks, Arkansas; Fourth of July, July 5, 1954, as agent, Ilmo, Missouri; Labor Day, September 6, 1954, as agent-telegrapher, Dewitt, Arkansas, and Thanksgiving Day, November 25, 1954, as agent, Ilmo, Missouri.

(b) Carrier shall now be required to compensate H. V. White for eight hours at pro rata rate applicable to the positions he worked as set forth in (a) above, for each of the holidays involved.

EMPLOYEES' STATEMENT OF FACTS: There is in effect between the parties to this dispute a collectively bargained agreement bearing date of December 1, 1934, some rules of which have been revised, rates of pay have been increased and the agreement has, in some respects, been amended by nationally negotiated agreements. The agreement and all revisions and amendments thereto should be on file with this division of National Railroad Adjustment Board and, by reference, are made a part of this submission.

The claim as set forth herein was handled on the property in the usual and approved manner up to and including the highest officer designated by the Carrier to hear and decide such matters, where it failed of adjustment.

H. V. White, the Claimant, is a regular employe of the Carrier and is subject to the rules, rates of pay, and working conditions agreements between the Carrier and the Organization. He is regularly assigned to the extra list, which is a list of employes assigned to protect vacancies and fill positions covered by the agreement at any and all stations within the seniority district, in accordance with their seniority standing.

and to many others, and would not be equitable and proper, and that such payments were contrary to established practices in other industry.

The Emergency Board recognized this fact and recommended that only "regularly assigned employees" be allowed holiday pay. In summarizing its recommendation concerning holiday pay the Emergency Board recommended: (page 40—Report to The President by the Emergency Board—dated Washington D. C.—May 15, 1954)

"Summarizing the Board's conclusions concerning Issue 12 under Holidays, whenever one of the seven enumerated holidays falls on a workday of the workweek of a **regular assigned** hourly rated employee, he shall receive the pro rate of his position in order that his usual take-home pay will be maintained. * * *" (Emphasis added.)

In the Agreement of August 21, 1954, the Carriers and Organizations accepted the Boards recommendation and only regularly assigned employees were included in Article II. No doubt, if the Emergency Board had intended that extra employees receive holiday pay, as originally proposed by the Organizations, some similar provision would have been included for such payments. It would have been included in their report to the President, as well as the Agreement itself. No such recommendation was made, and no such provision was included in the Agreement of August 21, 1954. It is clear that extra employees were not entitled to holiday pay, under the Agreement or the recommendations of the Emergency Board.

CONCLUSIONS

The Employees advance nothing in support of their claim, except that the claimant worked before and after the holiday.

They have not denied that the claimant was an extra employee, but on the contrary have admitted that he was such.

It is evident from the rules and recommendations of the Emergency Board that there is no basis for the claim.

The Carrier respectfully reasserts that the claim of the Employees is entirely without merit or support under the rules and should be denied in its entirety.

All data herein has been presented to representatives of the Employees in correspondence and/or conference.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim and issue here are substantially the same as those in Dockets TE-7973 and TE-8077, decided by Awards Nos. 8386 and 8387.

This claim, therefore, is denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That both parties to this dispute waived oral hearing thereon;

That the Carrier and the Employe involved in this dispute are respectively carrier and employe 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of July, 1958.