

Award No. 14880
Docket No. TE-13299

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Pennsylvania Railroad Company that:

The following extra employees qualified for holiday pay as provided in the August 19, 1960 Agreement and shall be paid eight hours at the pro rata rate of the position on which compensation last accrued to them for Labor Day, September 5, 1960, which holiday fell on a work day of their work week as provided in the August 21, 1954 Agreement as amended by the August 19, 1960 Agreement:

A. N. Mason	K. P. Barger	E. M. DeVore
P. A. Checca	J. A. Johnston	C. O. Swasy, Jr.
A. B. Roney	W. H. Bump, Jr.	F. W. Miller
E. J. Simmons	R. L. Shellhammer	J. E. Schmitt
W. M. Fullerton	H. E. Stewart	B. O. Collins
J. E. Peyronel	C. W. Sproull	L. W. Kennedy
E. E. Hughes	R. G. Johnston	C. R. Williams
W. R. Tomb	L. C. Aikins	R. G. Vey
J. W. Bryson	R. J. Johnston	R. E. Farabaugh
R. G. Ogden	M. T. Young	H. E. Malone
N. C. Libengood	T. B. Townsend	D. P. Lougherty
R. J. Ames	L. J. Davis	J. O. McCabe
R. K. Haney	J. P. McCombs	

EMPLOYEES' STATEMENT OF FACTS: Effective July 1, 1960, the following Agreement was adopted by the parties with respect to paid holidays (amending an Agreement of August 21, 1954):

1. All positions covered by the O.R.T. Agreement which will be affected by the strike, effective 12:01 A.M., September 1, 1960, will not be considered abolished in fact and when strike is terminated, all employees will resume duty on their respective positions.

2. Employees, qualified on physical characteristics, will be permitted to exercise their seniority by displacement, in accordance with the provisions of the applicable agreement, to assignments which are maintained and work during the strike.

3. Employees exercising displacement rights to positions which are maintained and work during the strike, will return to their former positions they held prior to the strike so that all employees will return to their respective positions they held prior to date of strike as provided by Item 1 of this Agreement.

4. It is understood that employees promoted under Regulation 2-S-1 will not be permitted to exercise displacement rights.

5. All displaced employees will be considered as extra employees. When necessary to fill vacancies on those positions which are maintained due to incumbents being absent or not available for any reason, Rule 5-E-1 will apply."

Accordingly, the 38 named Claimants above were laid off and did not work from September 1, 1960 to September 12, 1960, when they returned to their positions in accord with the understanding reached.

By letter dated October 7, 1960, the District Chairman, O.R.T., presented a claim to the Supervising Operator at Pittsburgh in the same form as that quoted at the beginning of this submission. The Supervising Operator denied the claim by letter dated November 22, 1960.

By letter dated November 26, 1960, the District Chairman presented the claim to the Superintendent, Personnel, Pittsburgh Region, who denied it under date of January 25, 1961. Thereafter, at the request of the District Chairman, a Joint Submission covering this matter was prepared, a copy of which is attached as Exhibit "A".

At meeting on April 21, 1961, the General Chairman presented the claim to the Manager, Labor Relations, on the basis that Claimants were entitled to the holiday pay under the provisions of the National Agreement of August 19, 1960, and the letter Agreement of August 29, 1960. The Manager, Labor Relations denied the claim by letter of May 10, 1961.

Therefore, so far as the Carrier is able to anticipate the basis of this claim, the sole question to be decided by your Honorable Board is whether in the circumstances present the 38 named Claimants are entitled to be paid for the Labor Day Holiday, September 5, 1960.

(Exhibits not reproduced.)

OPINION OF BOARD: This case involves the same parties, issues and Agreement as in Award No. 14879. For reasons stated in that Award we will sustain this Claim.

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 Carrier violated the Agreement.

AWARD

Claim sustained.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of October 1966.