

Award No. 15338
Docket No. TE-14398

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Claude S. Woody, Referee

PARTIES TO DISPUTE:

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

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Central of Georgia Railway Company, that:

CLAIM NO. 1

1. Carrier violated the terms of an agreement between the parties hereto when in changing the assigned work week and rest days of T. L. Rahn, Jr., regular occupant of a relief position, Millen, Georgia, it failed and refused to compensate him at the time and one-half rate for service performed on Saturday, February 9, 1963, a rest day.

2. Carrier shall, because of the violation set forth in paragraph one hereof, compensate T. L. Rahn, Jr., the difference between the pro rata rate paid him and the time and one-half rate he should have been paid under the terms of said agreement.

CLAIM NO. 2

1. Carrier violated the terms of an agreement between the parties hereto when in changing the assigned work week and rest days of W. B. Wilson, regular occupant of the Agent-Operator's position at Tennille, Georgia, it suspended him from work on Saturday, February 9, 1963, thus permitting him to work only four (4) days in his work week which began on Tuesday, February 5, 1963.

2. Carrier shall, because of the violation set forth in paragraph one hereof, compensate W. B. Wilson for the one day he was required to lose February 9, 1963, at the straight time rate of the position occupied.

CLAIM NO. 3

1. Carrier violated the terms of an agreement between the parties hereto, when in changing the assigned work week and rest days of R. E. Hall, regular occupant of the second shift Operator-

Ticket-Clerk's position at Millen, Georgia, it suspended him from work on Sunday, February 10, 1963, thus permitting him to work only four (4) days in his work week which began Wednesday, February 6, 1963.

2. Carrier shall, because of the violation set forth in paragraph one hereof, compensate R. E. Hall for the one day he was required to lose Sunday, February 10, 1963, at the straight time rate of the position occupied.

CLAIM NO. 4

1. Carrier violated the terms of an agreement between the parties hereto, when in changing the assigned work week and rest days of R. V. Shepherd, regular occupant of the second shift Operator's position at Tennille, Georgia, it suspended him from work on Sunday, February 10, 1963, and Monday, February 11, 1963, thus permitting him to work only three (3) days in his work week which began on Thursday, February 7, 1963.

2. Carrier shall, because of the violation set forth in paragraph one hereof, compensate R. V. Shepherd for the two days he was required to lose Sunday, February 10 and Monday, February 11, 1963, at the straight time rate of the position occupied.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement by and between the parties hereto, effective October 31, 1959, and as otherwise amended. Copies of said agreement are, as prescribed by Law, assumed to be on file with your Board, and are by this reference made a part hereof.

The claims incorporated into this appeal were handled separately on the property. The National Agreement of August 21, 1954, sets out the procedures and time limitations for the presentation and the processing of claims and grievances. There is nothing in that agreement which prohibits the Organization from merging claims between the same parties, arising out of the same agreement and involving issues, providing each of the claims are presented within the time limits provided in Section 1(a) of Article V thereof, and provided that the claims are presented in accordance with other provisions of the agreement. This procedure has been approved by your Honorable Board in Awards 11300 (Moore), 11174 and 11120 (Dolnick), 10619 (LaBelle) and 4821 (Carter) among others.

CLAIM NO. 1

T. L. Rahn, Jr., hereinafter referred to as Claimant, was regularly assigned to a relief position, home station, Millen, Georgia. As such he had a work week beginning Sunday, February 3, 1963, with assigned rest days of Friday and Saturday. On January 30, 1963, Carrier issued a notice changing the rest days on his position from Friday and Saturday to Thursday and Friday and designated the effective date as Saturday, February 9, 1963.

The change of rest days resulted in the Claimant working more than 40 straight time hours in the work week beginning Sunday, February 3, 1963, for which he was paid the straight time rate of the position occupied for work performed on the seventh day of his work week. He worked the five consecu-

Rule 6(1) of the schedule agreement provides for such changes. Rule 4(f) of the agreement states that no pay is due on assigned rest days. There is no rule in the schedule agreement requiring that Mr. Shepherd be paid for two days' pay (16 hours) at the straight time rate of pay, as demanded by the Petitioners. The claim being without merit, was denied on the property.

The Petitioners have failed in all handlings on the property to cite any violation whatsoever of the schedule agreement, effective October 31, 1959, as amended. Not knowing of any rule, interpretation or practice that has been violated, the Carrier has denied each and every one of these baseless claims in their entirety in all handlings on the property.

OPINION OF BOARD: The issue in Claim No. 1, arising out of a change in assigned rest days, has been decided by this Board in a wealth of cases. See Awards 9962, 10497, 10530, 10674, 10744, 10786, 10901, 11036, 11322, 11549, 11991, 11992, 12319, 12600, 12782, 12911, 12973, 12990, 13113, 13299, 13661, 13711, 14116, and 14644. The precedent is well established that where Claimant is entitled by Agreement to two consecutive rest days off, but, as a result of the change of such employee's rest days, he is permitted only one day off, such Claimant is entitled to compensation for the second rest day at the overtime rate for the position occupied.

In Claims 2, 3 and 4 we are confronted with an issue which this Board has previously decided in an equally impressive number of awards. See Awards 7324, 8103, 8144, 8145, 8868, 10289, 10517, 10875, 11460, 11474, 11990, 12455, 12601, 12721, 12722, 12798, 13660, and 14213. Thus, we have decided that under the "Guarantee Rules" of the Agreement between the parties, where Claimant's assigned rest days are changed and, as a result, Claimant is forced to suspend work for a day or more, Carrier must compensate such Claimant for the total number of days suspended at the straight time rate for the position occupied.

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 has violated the Agreement as set forth in Claims 1, 2, 3 and 4.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 10th day of February 1967.

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