

Award No. 15660
Docket No. TE-13421

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

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

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that:

1. Carrier violated the provisions of the parties' Agreement when it failed to properly compensate A. R. Lyon for services rendered on Sunday, December 25, 1960.
2. Carrier shall now compensate Mr. Lyon for eight (8) hours at time and one-half rate in addition to the amount already received. (Carrier's File 162-152)

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement by and between the parties to this dispute, effective December 1, 1944, reprinted and revised as of March 1, 1951, with subsequent amendments thereto.

Mr. A. R. Lyon, claimant, occupied a 7-day position classified as Telegrapher-Clerk-Towerman, at Elvas Tower, Sacramento, California. His assigned hours were 8 A. M. to 4 P. M. with a work week of Tuesday thru Saturday, rest days of Sunday and Monday.

The Sunday and Monday rest days of Mr. Lyon's position were part of a regular relief position occupied by Mr. Palmer. For reasons irrelevant for purposes of this appeal, Mr. Palmer was unavailable to cover his assignment in protecting Mr. Lyon's relief day on Sunday, December 25, 1960, and, because no extra employees were available, Mr. Lyon was properly assigned thereto.

Sunday, December 25, 1960, was a rest day of Mr. Lyon's position and a holiday. Mr. Lyon was paid 8 hours at time and one-half rate for the rest day service. He submitted a time card for the additional 8 hours at time and one-half rate due him under the holiday service rule, which was declined by the Superintendent's office on January 12, 1961, whereupon formal claim for said amount was filed by District Chairman Loder, copy of which is attached hereto as ORT Exhibit No. 1.

claim was entirely separate and apart from the claimant's claim for eight (8) hours additional compensation paid for and not worked under Article II—Holidays of Agreement of August 21, 1954, in that the claim submitted by District Chairman was unrelated to Agreement of August 21, 1954, and was instead a claim for two separate time and one-half payments for service performed on December 25, 1960.

4. By letter dated April 13, 1961 (Carrier's Exhibit E), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated May 22, 1961 (Carrier's Exhibit F), the latter denied the claim, stating that the claimant was properly compensated for service performed on date involved as contemplated by Section (c) — 4 of Rule 7 of the current agreement and that no provision of said agreement contemplates additional payment as provided in Section (a) of Rule 6 thereof.

(Exhibits not reproduced.)

OPINION OF BOARD: The question in this dispute has been resolved in Award Nos. 10541, 10679, 11454, 11899, 12453, 12471, 14138, 14489, 14528, 14977, 14978, 15000, 15052, 15144, 15226, 15340, 15361, 15362, 15376, 15440, 15450, 15527, 15528, 15531, and 15553.

As in these Awards, we hold that the Agreement was violated and the claim is sustained.

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 the Agreement was violated.

AWARD

The Claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of June 1967.

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