

Award No. 15754  
Docket No. CL-16216

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Wesley Miller, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-5966) that:

(1) Carrier violated the Clerks' Rules Agreement at St. Paul, Minnesota when it failed to properly compensate employe H. T. Moberg, for work performed on February 22, 1965, which was a holiday, as well as one of his assigned rest days.

(2) Carrier shall now be required to compensate employe H. T. Moberg an additional (8) hours at the penalty rate of pay of the Assistant Chief Yard Clerk Position No. 1401 for work performed on Monday, February 22, 1965.

**EMPLOYEES' STATEMENT OF FACTS:** Employe H. T. Moberg is the regularly assigned occupant of Assistant Chief Yard Clerk Position No. 1401 at St. Paul, Minnesota. His hours and days of assignment are 7:59 A. M. to 3:59 P. M., Tuesday through Saturday, with rest days of Sunday and Monday. Position No. 1401 is a 7-day position, and Sunday and Monday rest days are included in regularly assigned Relief Yard Clerk Position No. 2.

On Monday, February 22, 1965, which was one of his regularly assigned rest days, and also one of the recognized holidays, i.e., Washington's Birthday, employe Moberg was called and used to fill Position No. 1401.

He was paid eight (8) hours at the penalty rate of Position No. 1401 for service performed on that day.

Claim for an additional 8 hours at the penalty rate of Position No. 1401 for February 22, 1965 was filed with General Car Supervisor J. G. Messicci by employe Moberg and was declined by him in his letter of March 31, 1965, copy of which is submitted as Employees' Exhibit A.

Appeal from the decision of Mr. Messicci was taken to Mr. N. H. McKegney, Superintendent, under date of April 30, 1965 and to Mr. S. W. Amour, Assistant to Vice President from the decision of the Superintendent on July 15, 1965, and was declined by each in turn. Copy of Superintendent McKegney's letter of June 1, 1965 declining the claim is submitted as Employees' Exhibit B,

and copy of Mr. Amour's letter of August 25, 1965 declining the claim is submitted as Employees' Exhibit C.

The claim was discussed during conference on February 4, 1966 and no settlement reached.

Submitted as Employees' Exhibit D is a copy of Acting General Chairman Hopper's letter to Mr. Amour dated September 1, 1965.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** Claimant H. T. Moberg is the regularly assigned occupant of Assistant Chief Yard Clerk Position No. 1401 at St. Paul, Minnesota which is assigned from 7:59 A. M. to 3:59 P. M. Tuesday through Saturday with Sunday and Monday rest days.

On Monday, February 22, 1965, one of claimant Moberg's rest days, and also a holiday, the Carrier found it necessary to have claimant Moberg work his regularly assigned position 1401 during his regularly assigned hours, i.e., 7:59 A. M. to 3:59 P. M. For such service on his day claimant Moberg was properly paid 8 hours at the time and one-half rate for working such day, i.e., Monday, February 22, 1965, in accordance with schedule rules and a recognized past practice of long standing.

Attached hereto as Carrier's Exhibit A is a copy of letter written by Mr. S. W. Amour, Assistant to Vice President, to Mr. H. C. Hopper, Acting General Chairman, under date of August 25, 1965.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The question involved 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, 15450, 15527, 15528, 15531 and 15553.

As in those Awards, we hold 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**

Claim sustained.

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

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of July 1967.

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