

Award No. 16101
Docket No. CL-16525

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

CHICAGO UNION STATION COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6099) that:

1. The Carrier violated the effective Agreement, when it failed to properly compensate Mail Storgeman R. R. Arango, for work performed on September 11, 1965, a regularly assigned rest day and also his birthday.
2. The Carrier shall be required to pay Mail Storgeman R. R. Arango an additional twelve hours' pay at time and one-half the applicable rate for service performed on September 11, 1965.

EMPLOYES' STATEMENT OF FACTS: On September 11, 1965, Mail Storgeman Arango was requested to work and did work twelve hours, (eight hours as mail storgeman and four hours overtime as a mail handler) the date being the Claimant's birthday, which is one of the designated holidays covered by the Clerks' Agreement, and also his regularly assigned rest day. Mr. Arango was registered for holiday and rest day work in accordance with the effective Overtime Agreement. (Employees' Exhibit A.)

Claim was filed on behalf of Mail Storgeman Arango, in Local Chairman Taylor's letter dated October 26, 1965, addressed to Mr. R. J. Size, General Baggage and Mail Agent. Mr. Size declined this claim in his letter dated November 16, 1965, which reads as follows:

"November 16, 1965

Mr. John G. Taylor, Local Chairman
Brotherhood of Railway and Steamship Clerks
319 W. Van Buren Street, Suite 302
Chicago 7, Illinois

Dear Sir:

I have your letter of October 26th filing claim for twelve hours' pay at the time and one half rate for Mail Storgeman R. R. Arango,

1965, which was his birthday and also a rest day. For the work performed on this date, the claimant was paid eight hours at the straight time rate and twelve hours at the overtime or penalty rate (Claimant received twelve hours at the overtime rate due to his working twelve hours). Claim has been initiated for twelve additional hours at the overtime rate for the work performed on the date involved, i.e., September 11, 1965.

The schedule of rules agreement effective November 1, 1940, (except as otherwise specified in said 1940 Agreement) are on file with this Board and are, by reference, made a part of this submission. Also made a part of this submission is the August 21, 1954 and November 20, 1964 National Agreements.

OPINION OF BOARD: Claimant was required to perform twelve hours' work on September 11, 1965, which day was his Birthday holiday and also his regularly assigned rest day. The issue on which this case turns is the same as that in two other cases between the same parties, Awards in which we are adopting at the same time as this one; We will decide this case as we did in those in Awards Nos. 16099 and 16100.

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 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 21st day of February 1968.

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