

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on The New York, New Haven and Hartford Railroad, that:

1. Carrier violated the agreement between the parties when it failed and refused to properly compensate Mrs. Louise P. Yeager for working the hours of her assignment on June 12, 1965, a regularly assigned Rest Day which was also her Birthday-Holiday.

2. Carrier shall be required to compensate Mrs. Yeager for 8 hours at one and one-half times the rate of her position in addition to the amount already paid.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between The New York, New Haven and Hartford Railroad Company and this Union, dated September 1, 1949 as amended and supplemented, is available to your Board and by this reference is made a part hereof.

This claim was presented and progressed in accordance with the time limits provided by the Agreement up to and including appeal and conference with the highest designated officer designated by the Carrier to receive appeals. Having failed to reach a settlement, the Employees now appeal to your Honorable Board for adjudication.

The Claimant Mrs. Louise P. Yeager is regularly assigned as Operator-Clerk at "XC" Office, Maybrook, New York. On Saturday, June 12, 1965 a rest day of her assignment, she was called by the Carrier to perform service during her assigned hours. Coincidentally June 12, 1965 was also her birthday. Mrs. Yeager claimed 8 hours pro rata for her Birthday-Holiday, 8 hours at time and one-half for working on her Birthday-Holiday and 8 hours at time and one-half for working her assigned hours on her Rest Day. Carrier paid her for 8 hours at the pro rata rate and 8 hours at one and one-half times the hourly rate of her job.

There is no disagreement as to the facts, the dispute is over the compensation.

TCU Exhibits 1 through 6 are reproductions of the correspondence exchanged on the property in an effort to affect a settlement of this dispute.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The claimant in this case, Louise M. Yeager, held regular assignment as Operator-Clerk at "XC" Office at Maybrook, New York.

On Saturday, June 12, 1965, one of Mrs. Yeager's regularly assigned rest days, she was called to perform service on her regular position, there being no spare employee available. June 12, 1965, was also the claimant's birthday.

For the service performed on the rest day-birthday involved, the claimant was paid eight hours' pay at punitive rate and, in addition, was allowed eight hours' pro rata pay for the birthday holiday.

The Organization contends that the claimant is entitled to the following payments covering June 12, 1965:

- (a) Eight hours' pay at punitive rate account service on a rest day.
- (b) Eight hours' pay at punitive rate account service on a holiday (employee's birthday), and
- (c) Eight hours' pay at pro rata rate representing the birthday holiday.

Attached as Carrier's Exhibit A is copy of appeal of former General Chairman J. F. Kelleher to the undersigned. Attached as Carrier's Exhibit B is copy of decision of the undersigned who is the highest designated officer on the property to handle claims and grievances.

Copy of Agreement between the parties, dated September 1, 1949, as amended, is on file with your Board and is by reference made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: This is another in a long series of cases, wherein Claimant was required to work a regularly assigned rest day which also happened to be a birthday holiday. These cases have been resolved in favor of the Claimant and we affirm these decisions.

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 20th day of December 1968.