

Award No. 17011  
Docket No. TE-16412

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

John B. Criswell, Referee

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**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION  
CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago, Burlington & Quincy Railroad, that:

**CLAIM NO. 1**

(a) Carrier violated the Agreement between the parties when it failed to allow Mr. M. H. Duffey, Agent-Operator, Tracy, Iowa, proper compensation for his vacation period.

(b) Carrier shall compensate Mr. Duffey for one day's pay (8 hours) at the punitive rate of \$4.1112 per hour in addition to amount already paid.

**CLAIM NO. 2**

(a) Carrier violated the Agreement when it failed to allow Mr. W. E. Sughrue, Agent-Operator, Bartley-Indianola, Nebraska, proper compensation for his vacation period.

(b) Carrier shall compensate Mr. Sughrue for one day's pay (8 hours) at the punitive rate of \$4.32 per hour in addition to amount already paid.

**CLAIM NO. 3**

(a) Carrier violated the Agreement when it failed to allow Mr. F. E. Merrill, Agent-Operator, Juniata, Nebraska, proper compensation for his vacation period.

(b) Carrier shall compensate Mr. Merrill for one day's pay (8 hours) at the punitive rate of \$4.0752 per hour in addition to amount already paid.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective May 1, 1953, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

In each of the foregoing claims, Claimants' birthdays fell within the periods they were on vacation and being a work day of their assignment, it was considered a vacation day in conformity with the provisions of the Vacation Agreement. Claimants were compensated for their vacation at the pro rata or straight time rate.

During the respective periods Claimants were on vacation, they were relieved by an extra, or vacation relief employe, who were paid at the pro rata or straight time rate. The relieving employes were not paid a punitive rate on the Claimants' birthdays, due to the fact that it was not a birthday-holiday for said extra or relief employes.

The schedule of rules agreement between the parties effective May 1, 1953 and amendments thereto including the Vacation Agreement of December 17, 1941 and amendments thereto and the holiday provisions of the August 21, 1954 Agreement and its amendments are by reference made a part of this submission.

**OPINION OF BOARD:** This docket involves the same parties, and presents the same issue as that decided by our Award No. 17009.

Accordingly, the claims will be 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 Employes involved in this dispute are respectively Carrier and Employes 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 25th day of March 1969.