



Award No. 17087

Docket No. TE-16409

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

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 and Quincy Railroad, that:

1. Carrier violated the Agreement when it refused to properly compensate Mr. G. V. Johnson for work performed on September 6, 1965, Labor Day, and also a rest day of his position.

2. Carrier shall compensate Mr. G. V. Johnson for eight (8) hours at the time and one-half rate of pay in addition to the amount already received. Total amount of claim is \$38.76.

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.

Mr. G. V. Johnson, hereinafter referred to as Claimant, was on claim date regularly assigned the first Towerman position at Willis Yard, Galesburg, Illinois, with a work week Wednesday through Sunday, rest days Monday and Tuesday.

Claimant worked the five days of his assignment prior to Monday, September 6, 1965. Account no relief available, Claimant worked the first trick Towerman position at Willis Yard on his rest day, Monday, September 6, 1965, which was also Labor Day.

Claimant was paid for eight (8) hours at time and one-half rate for working on his rest day. Carrier refused to compensate Claimant for eight (8) hours at time and one-half rate for working on a holiday (Labor Day).

Rule 8—Supplement to Decision No. 5—Service on Rest Days, reads as follows:

"I. This rule is for the sole purpose of determining the compensation for employees who are required to work on their assigned rest days. It is not to be used to create, enlarge or take away any rights or obligations which the carrier

At the rate of time and one-half with a minimum of three (3) hours for each tour of duty.

Time worked before or after the regular week day assignment shall be paid for in accordance with the overtime or call provisions of Rule 5.

This Section 2 does not apply to employees covered by this agreement who are paid on a monthly basis as per Section 3(b) of this rule."

Claim was filed and handled up to and including the highest designated Officer of the Carrier, and has been declined. Correspondence reflecting the handling of the claim on the property is attached hereto as TCU Exhibits 1 through 13.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: Claimant G. V. Johnson is regularly assigned to the first trick towerman position WA at Willis Yard, Galesburg, Illinois, with Monday and Tuesday as rest days. On Monday, September 6, 1965, the Labor Day Holiday, no relief or extra men were available and claimant was required to perform work on this date. For the service performed claimant was paid eight hours at the overtime or penalty rate. The claim presently before this Board is for an additional eight hours at the overtime rate for the date in question.

OPINION OF BOARD: The Claimant worked on a rest day which was also the Labor Day holiday, September 6, 1965. He was paid one day's pay at time and one-half rate. He claims an additional day's pay at the same rate because the day was both a rest day and a holiday.

The issue is the same as that in numerous awards of this Board, sustaining similar claims. See Awards 16785, 16797, 16801, 16803, 16845, 16846, 16855, 16857, and those cited therein. For the reasons stated in those awards this claim 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 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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1969.