



Award Number 17377

Docket Number SG-16248

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

G. Dan Rambo, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Pere Marquette District)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railroad Signalmen on the Chesapeake and Ohio Railway Company (Pere Marquette District):

On behalf of Leading Signal Maintainer Wilbur L. Manglitz for an additional twelve and one-half (12-1/2) hours' pay at the time and one-half (punitive) rate of pay for service performed on February 22, 1965, a holiday and one of his rest days.

(Carrier's File: SI 1-1)

EMPLOYEES' STATEMENT OF FACTS: This claim involves the question of how an employe is to be paid for service he renders on a day which is a legal holiday and a rest day for him.

Claimant Leading Signal Maintainer Wilbur L. Manglitz was called on Monday, February 22, 1965, to work because of a derailment. He worked from 11:00 A.M. until 11:30 P.M. for which he was paid twelve and one-half (12 1/2) hours at the time and one-half rate.

Inasmuch as that day was Washington's Birthday and Mr. Manglitz's rest day, claim on his behalf was made for additional twelve and one-half (12 1/2) hours' pay at the time and one-half rate.

The basis for this claim is Rule 200, Section 2(b), and Rule 206. In support of the claim the General Chairman cited Third Division Awards 10541, 10679, 11454, 11899, 12453, and 12471, involving similar circumstances and rules.

Correspondence relating to the dispute has been reproduced and identified as Brotherhood's Exhibit Nos. 1 through 7. As indicated by this correspondence, the dispute has been handled in the usual and proper manner on the property by the Brotherhood, up to and including the highest officer of the Carrier designated to handle such disputes, without receiving a satisfactory settlement.

There is an agreement in effect between the parties to this dispute, bearing an effective date of September 1, 1949, as amended, which is by reference made a part of the record in this dispute.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS: There is on file with the Third Division, National Railroad Adjustment Board, general agreement effective September 1, 1949, and revisions thereof, covering Signal Department Employees on the Pere Marquette District of The Chesapeake and Ohio Railway Company. That agreement is made a part of the record in this case by reference.

There are also already on file with the Third Division copies of various so-called national agreements which will be referred to in presentation of the instant case. It would serve only to encumber the record to make the full national agreements a part of the record here, in view of which such national agreements will be appropriately identified and quoted from, and the Third Division can make reference to such full national agreements as may be necessary from their files.

W. L. Manglitz, the claimant in this case, was on February 22, 1965, regularly assigned as leading signal maintainer. Manglitz' assigned five-day work week on February 22, 1965, was Tuesday through Saturday, with Sunday and Monday as his assigned weekly rest days. Manglitz was not, therefore, assigned to work on Monday, February 22, 1965.

However, a derailment occurred on February 22, 1965, which required that Manglitz be called and worked in emergency from 11:00 A.M. to 11:30 P.M. on that day.

The period worked by Manglitz on February 22, 1965, was twelve and one-half hours, and for such work of twelve and one-half hours Manglitz was paid twelve and one-half hours at his time and one-half rate.

The Employees in handling on the property contended that as February 22, 1965, was both a specified holiday and a rest day, Manglitz was entitled to be paid for the twelve and one-half hours worked penalty pay both as a holiday and as a rest day. Stated otherwise, the Employees contended in this case that instead of being paid twelve and one-half hours at time and one-half, Manglitz should be paid twelve and one-half hours at triple time.

The claim for triple time payment of Manglitz for work performed on February 22, 1965, was declined at all steps of handling of this case on the property, it being the Carrier's position that Manglitz has been properly paid twelve and one-half hours at time and one-half rate, and that Manglitz is entitled to no more compensation for such work.

The Carrier's position will now be shown.

(Exhibits not reproduced)

OPINION OF BOARD: Claimant was called out and worked 12-1/2 hours on February 22, 1965, which also was one of his assigned rest days. Rule 200, 2(b) of the Agreement provides that service rendered on a rest day will be paid for at the time and one-half rate. Rule 206 provides that service rendered on specified holidays, one of which is Washington's Birthday, will be paid for at time and one-half rate. For service rendered on the date involved Claimant was paid 12-1/2 hours at the time and one-half rate and the Claim is for an additional 12-1/2 hours at the time and one-half rate.

Beginning with Award 10541 similar claims have been sustained in a number of awards and since there is nothing in the record to cause a different result herein, the 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 1st day of August 1969.