



Award Number 17803

Docket Number TE-17689

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David L. Kabaker, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

JACKSONVILLE TERMINAL COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Jacksonville Terminal Company, that:

CLAIM NO. 1

1. The Jacksonville Terminal Company violated the Agreement with the Transportation-Communication Employees Union when it failed to allow Chief Operator W. B. Griffin compensation at the time and one-half time rate for service performed on Labor Day, September 5, 1966.
2. The Company shall pay W. B. Griffin eight (8) hours' pay at the time and one-half rate for chief operators.

CLAIM NO. 2

1. The Jacksonville Terminal Company violated the Agreement with the Transportation-Communication Employees Union when it failed to allow Chief Operator T. W. Lundy compensation at the time and one-half rate for service performed on Thanksgiving Day, November 24, 1966.
2. The Company shall pay T. W. Lundy eight (8) hours' pay at the time and one-half rate for chief operators, in addition to compensation already allowed for this day.

CLAIM NO. 3

1. The Jacksonville Terminal Company violated the Agreement with the Transportation-Communication Employees Union when it failed to properly compensate Chief Operator C. F. Tillis on his birthday, October 5, 1966.
2. The Company shall pay C. F. Tillis eight (8) hours' pro rata rate of pay for his birthday, and eight hours at time and one-half for service performed on his birthday, in addition to compensation already allowed for October 5, 1966.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The Agreement between the parties that became effective September 1, 1949, as amended and supplemented, is on file with your Board and by this reference is made a part hereof.

on his off day; however, the Organization filed claim for eight (8) additional hours at time and one-half rate for working the birthday holiday and eight (8) additional hours at pro rata rate for the birthday holiday as such. After reconsidering its payment to Mr. Tillis, Carrier honored the Organization's claim for eight (8) additional hours at pro rata rate for the birthday holiday as such; however, it declined that part of the claim for eight (8) additional hours at time and one-half for working the birthday holiday. The Organization appealed the remainder of its claim up to and including Carrier's President and General Manager, highest designated Officer for handling such matters. Handling of the appeals on Carrier's property was in conformity with agreement provisions and is not in dispute. It is Carrier's understanding that the Organization has included with its submission copy of all correspondence in connection with the handling of this claim on Carrier's property; therefore, Carrier will not burden your Board by also submitting this data.

Carrier believes it is unintentional but must direct your Board's attention to the fact that claim in behalf of Mr. C. F. Tillis (Claim No. 3) is in error. Carrier paid Mr. Tillis twelve (12) hours at time and one-half rate for working his rest day and, after considering the Organization's claim, also paid Mr. Tillis eight (8) hours at pro rata rate for his birthday holiday. The Organization's request for "8 hours pro rata rate for pay for this birthday holiday" has been honored; therefore, it cannot request your Board to AGAIN award Mr. Tillis eight (8) hours at pro rata rate for his birthday holiday as such.

OPINION OF BOARD: In Claims Nos. 1 and 2 the Claimants respectively worked on the Labor Day and Thanksgiving Day holidays of 1966, which were also their assigned rest days. Each was paid eight hours at time and one-half rate, and claims an additional eight hours at time and one-half rate on the ground that rules providing compensation for work on holidays and rest days require independent application.

In claim No. 3 the Claimant worked twelve hours on October 5, 1966, which was an assigned rest day and also his birthday. He was paid twelve hours at time and one-half rate, and claimed an additional eight hours at time and one-half rate on the same ground as in Claims Nos. 1 and 2. He also claimed eight hours at pro rata rate under the birthday holiday provisions of the November 20, 1964 Agreement. During handling on the property Carrier paid the eight hours at pro rata, thus disposing of that portion of Claim No. 3. Therefore, the remaining issue in this claim is the same as in Claims Nos. 1 and 2.

The issue is the same as those involved in numerous awards of this Board, recent examples being Awards 17547 and 17578, which sustained the claims. Accordingly, these claims will be sustained, each claimant to be additionally compensated eight hours at the time and one-half rate.

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

Claims sustained in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of March 1970.