

SPECIAL BOARD OF ADJUSTMENT NO. 266

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

"On December 23, 1957 instructions were issued that Waverly would be closed and the Agent and Clerk-Operator would not work on Dec. 25, 1957, but Agent Stickney would work a call to handle mail for No.15, and similar orders were issued on December 30, 1957 covering January 1, 1958 - on December 25, 1957 and January 1, 1958 relief man J. Waterman would normally work the Clerk-Operator position.

Article 5 provides for call service not continuous with the regular work period and on Saturdays of two hours at the overtime rate, and under Article 8, Sec. 1 M (11) B.I., provides for a minimum of three hours at overtime rate during week day assigned hours on a Sunday; therefore the service performed by Stickney on Dec. 25, 1957 and Jan. 1, 1958 must be for a full eight hours compensation at the applicable rate. Incidentally, you attempted this same procedure on December 24, 1954 at Syracuse Tower, Case 417 SU-223, which you settled by paying Flaherty an additional \$12.99 and H. West \$11.55 to make the full 20 hours pay on that date. The contracted for rate of seven (7) day positions for Holidays (Dec. 25, 1957 and Jan. 1, 1958) is 20 hours pay.

Because of this handling which is in violation of our Agreement, this is a claim in favor of H. Stickney, Agent-operator, Waverly, N. Y. for 20 hours pay at \$2.5513 an hour or \$51.03 each date, less the amount paid on December 25, 1957 and Jan. 1, 1958 and on a continue basis on all subsequent Holidays when similar violations take place, the applicable Articles being 8, 11 and 24, and similar claim in favor of J. Waterman (or incumbents of clerk-operator position) assigned to work the Clerk-operator position at Waverly on December 25, 1957 and Jan. 1, 1958, for 20 hours pay on December 25, 1957 and Jan. 1, 1958, in the amount of \$45.160 on each date, less the amount paid, and on similar holidays when similar violations take place, the applicable Article being 8, 11 and 24 of the Agreement."

OPINION OF BOARD:

This case is controlled by the ruling in Award 59 of this Board.

AWARD: Claim sustained in part as indicated above.

AWARD NO. 60
CASE NO. 100

/s/ Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

/s/ W. I. Christopher
W. I. Christopher, Employee Member

/s/ R. A. Carroll
R. A. Carroll, Carrier Member

New York, N. Y.
Nov. 24, 1959

PARTIAL DISSENT

The partial dissent entered by the undersigned to Award No. 52 also applies to this award. The correct rate is time and one-half.

/s/ W. I. Christopher
Employee Member

