

SPECIAL BOARD OF ADJUSTMENT NO. 266

406-3

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

AWARD NO. 58
CASE NO. 98
417/ 2-2-E
(121-58)

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM:

"On December 23, 1957 instructions were issued that Cresco Office would be closed and the positions would not work on December 25, 1957; then on December 30, 1957 similar orders were issued covering January 1, 1958, except the Agent was ordered to work a call to handle Train No. 6.

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 there are provisions for a minimum of three hours at overtime rate on Sunday during the week day assigned hours; therefore, the services performed by Nardone on January 1, 1958 must be a full eight hours at the applicable rate. Incidentally, you tried the 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 on seven (7) day positions on Holidays is 20 hours pay at the applicable straight time rate.

Because of this handling, which is in violation of our current Agreement, this is claim in favor of J. P. Nardone, incumbent of Agent-Operator position at Cresco, Pa., for 20 hours pay at \$2.248 an hour, or \$44.96 each date, less the amount paid on December 25, 1957 and January 1, 1958, then on a continue basis on each subsequent Holiday, when similar violations take place; the applicable Articles are 8, 11 and 24 of the Agreement."

OPINION OF BOARD:

With respect to December 25, 1957 and subsequent holidays which were blanked in full, claimant is entitled to be additionally compensated in the amount of 8 hours pay at pro rata rate for each such holiday. January 1, 1958 was a holiday on which claimant was called to perform two hours of work or less, for which he was granted three hours straight time pay in addition to holiday pay amounting to 8 hours at straight time. Article 8, Section 2, Paragraph A(1) expressly deals with the instant situation. Claimant occupied a position requiring a Sunday

assignment of the regular week day hours. Inasmuch as time was worked by claimant on January 1, 1958 within the hours of his regular week day assignment, he was entitled to be "paid at the rate of time and one-half with a minimum of eight hours" in accordance with the contract provision just cited. This pay was due the claimant in addition to holiday pay as such at pro rata rate. He must be compensated for the pay due him for January 1, 1958, less the pay already granted him for this date. The continuing aspect of compensation here awarded for fully blanked holidays ceases to apply in the event the subject position is reduced to a five or six day position.

AWARD: Claim sustained to the extent indicated above.

/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.
November 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

