

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 the Owego office would be closed and their positions would not work on December 25, 1957 except, Agent Corbin would work work a 'call' to handle Train No. 15, and similar orders were issued on Dec. 30, 1957 covering January 1, 1958. On Dec. 25, 1957 and Jan. 1, 1958 Cycle Relief man H. McCoy 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 there are provisions for a minimum of three hours at overtime rate on Sunday, during week day assigned hours; therefore, the services performed by Corbin on December 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 hour pay on that date. The contracted for rate on seven (7) day positions on 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 claim in favor of R. Corbin, Agent-Operator, Owego, N. Y. for 20 hours pay at \$2.465 an hour or \$49.30 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 being 8, 11, and 24, and similar claim in favor of H. McCoy (or incumbent of Clerk-Operator position) assigned to work the clerk-operator position at Owego on December 25, 1957 and Jan. 1, 1958 in the amount of \$45.20 on each date, less the amount paid, and on any subsequent holidays when similar violations take place, the applicable Articles being 8, 11 and 24 of the Agreement."

OPINION OF BOARD:

This claim is sustained for Agent Corbin with respect to December 25, 1957 and January 1, 1958. Award No. 58. This claimant is entitled to 8 hours pay at pro rata rate, in addition to holiday pay, for holidays that are fully blanked and which fall on a workday of his workweek, provided the position involved continues to be a seven day position. Claimant McCoy is entitled to be compensated

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in the amount of 8 hours pay at pro rata rate, in addition to holiday pay, for holidays worked which fall on a workday of his workweek. This basis of compensation applies only so long as the Clerk-Operator position in question remains a seven day position.

AWARD: Claim sustained in part as stated 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

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

