

CASE NO. 51
DOCKET NO. 97
BU-5878-33

SPECIAL BOARD OF ADJUSTMENT NO. 355

Parties: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 97

STATEMENT
OF CLAIM:

1. Carrier violated the Agreement between the parties when it failed and refused to compensate L. R. Sipple the full amount of vacation allowance due for 1958.
2. Carrier shall compensate L. R. Sipple for one hour and thirty minutes at the time and one-half rate on each of the fifteen vacation days in addition to the amount already received.

FINDINGS:

There are here present claims and counter claims from each party under the Time Limits Rule. The record thereon is hazy, to say the least.

Because this docket is one of those embraced by the parties in their agreement creating this Special Board of Adjustment, we will consider it on its merits without respect to the Time Limits issue.

Claimant was allowed one hour thirty minutes overtime, 5 days per week, account meeting Train No. 9 and handling mail. He retired November 26, 1957. Organization asserts this additional payment attached to the job Claimant held beyond January, 1958.

Article 7-B of the Vacation Agreement states that "an employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established rate on account of vacation allowances made pursuant to this agreement."

The parties are agreed in their Joint Statement of Facts that Claimant was paid the extra allowance "account meeting Train No. 9 and handling mail."

It being a daily service rendered at the Carrier's request we cannot agree that it now constitutes "merely casual unassigned overtime."

A sustaining award is in order.

A W A R D

Claim sustained.

/s/ B. N. Kinkead
B. N. Kinkead
Employee Member

/s/ Edward A. Lynch
Edward A. Lynch
Chairman

/s/ T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland,
this 20th day of February, 1962.