

Award No. 3518

Docket No. 3268

2-PULL-CM-'60

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Lloyd H. Bailer when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 122, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

THE PULLMAN COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the current agreement the Carrier improperly denied Cleaner Susie Strickland, pay in the amount of eight hours at the straight time rate for December 25th, 1957, while she, (Susie Strickland) was on vacation.

2. That accordingly the Carrier be ordered to additionally compensate Cleaner Susie Strickland in the amount of eight hours at the straight time rate for Christmas Day, December 25, 1957.

EMPLOYEES' STATEMENT OF FACTS: Car Cleaner Susie Strickland, hereinafter referred to as the claimant is regularly employed as such by the Pullman Company, hereinafter referred to as the carrier, in its Chicago Central District, Chicago, Illinois under the provisions of Rule 1(a) of the controlling agreement, with a regularly assigned work week of Sunday through Thursday with Friday and Saturday as rest days. The claimant's rest days are filled each week by a regularly assigned relief car cleaner.

The claimant was on vacation during her work week Sunday, December 22 through Thursday, December 26, 1957, which included a holiday December 25, 1957 and was compensated in the amount of five (5) eight (8) hour days at the straight time rate of pay for the week.

Car Cleaner Briggs was assigned to and did work the claimant's position while she was on vacation during the week of December 22, 1957, including the holiday December 25, for which he was compensated in the amount of five (5) eight (8) hour days at the straight time rate of pay (includes eight (8) hours holiday pay for December 25, under the provisions of Article II, Section 1 of the November 2, 1954 agreement) plus an additional eight (8) hours at the time and one-half rate of pay for working the holiday December 25.

The employees contend that the claimant was entitled under the provisions of the controlling agreement and its mutual interpretation to receive eight (8)

claim, the Board stated the instant case presented the same question upon which Award 2277 is based and that what was said therein was controlling.

In Second Division Award 2284 (Edward F. Carter), settling a dispute involving the organization's request for additional pay for Decoration Day, the Board penalized the company for failing to consider the holiday a workday of his vacation as a result of which the employee was given 10 days' vacation in addition to the holiday. The Board stated that under these conditions the employee was entitled to the additional day's pay but pointed out that "if the holiday had been counted as one of his vacation days, he would not have a valid claim." In the case at hand, The Pullman Company properly considered the Christmas, 1957 holiday as a workday of Car Cleaner Strickland's vacation period and, therefore, she does not have a valid claim.

CONCLUSION

In this ex parte submission the company has shown that Article I. VACATIONS, of the agreement signed November 2, 1954, supports management's position that when a holiday falls on what would have been a workday of the employee's work week had he not been on vacation, the holiday shall be considered a workday of the employee's work week and shall be used in the determination of the number of days of vacation the employee is entitled to and for which he is entitled to be paid 8 hours per day at his daily rate of pay. Additionally, the company has shown that Article 9 of the vacation agreement signed May 10, 1951, between The Pullman Company and its carmen supports the company in this dispute. Finally the company has shown that awards of the National Railroad Adjustment Board support management's position in this dispute.

The claim that Car Cleaner Strickland is entitled to 8 hours additional pay for December 25, 1957, is without merit and should be denied.

FINDINGS: The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The facts involved in this case are the same in all pertinent respects as were found in Award 3477. The contract language also is the same insofar as relevant. Award 3477 therefore governs the disposition of the present dispute.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman,
Executive-Secretary

Dated at Chicago, Illinois, this 1st day of July 1960.

DISSENT OF LABOR MEMBERS TO AWARDS 3477 AND 3518

The majority admits that "it was agreed," according to a letter of October 6, 1955 from carrier's Supervisor, Labor Relations, to the Secretary-Treasurer of System Federation No. 122, "that where a yard or shop craft employe is regularly assigned to work the holiday which falls on one of the work days of his regularly assigned work week, such employe shall be paid while on vacation eight hours (at the straight time hourly rate) for the holiday and eight hours (at the straight time hourly rate) for the vacation day, or a total of sixteen hours," yet states that "...we cannot hold...that it (the carrier) thereby has become obligated to continue doing so." The majority by so holding ignores the fact that the interpretation of June 2, 1955 is binding until such time as it may be changed by mutual agreement or in accordance with Section 6 of the Railway Labor Act.

Edward W. Wiesner

R. W. Blake

Charles E. Goodlin

T. E. Losey

James B. Zink