

**Award No. 5127
Docket No. 4837
2-DT&I-CM-'67**

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

The Second Division consisted of the regular members and in addition Referee Paul C. Dugan when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 57, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYES:

1. That under the controlling agreement the Carrier improperly denied H. A. Trouten compensation for Christmas Day, December 25, 1963.
2. That accordingly, the Carrier be ordered to compensate Carman H. A. Trouten in the amount of (8) hours at pro rata hourly rate for the aforementioned holiday.

EMPLOYES' STATEMENT OF FACTS: Carman H. A. Trouten, hereinafter referred to as the claimant, is regularly employed by the Detroit, Toledo & Ironton Railroad Company, hereinafter referred to as the carrier, at Rouge Yard, Dearborn, Michigan.

Claimant was regularly assigned to a work week of Monday through Friday, with Saturday and Sunday as rest days, second shift, from 6:00 P. M. to 2:30 A. M., at Rouge Yard, Dearborn, Michigan.

On Tuesday, December 24, 1963, claimant reported for work at 6:00 P. M. and worked two (2) hours. On Thursday, December 26, 1963, claimant reported at 6:00 P. M. and worked his full eight (8) hour shift. Accordingly, the claimant had compensation paid him by the carrier credited to the work days immediately preceding and following the holiday, Christmas Day, December 25, 1963, which fell on Wednesday, a work day of the claimant's work week.

Carrier has refused to compensate the claimant for the holiday because he did not work a full eight (8) hour shift on Tuesday, December 24, 1963.

This dispute has been handled with the carrier up to and including the highest designated officer of the carrier, with the result that he declined to adjust it.

full work-day required by the carrier. It is therefore apparent he has disqualified himself from receiving the holiday pay.

Carrier affirmatively states that all data in connection with this matter has been presented to representatives of the organization.

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

Parties to said dispute waived right of appearance at hearing thereon.

This is claim for holiday pay for Christmas Day, December 25, 1963. The facts, which are not in dispute, are that claimant, a Carman, worked two hours on December 24, 1963, the day preceding the holiday, and he worked the full day on December 26, 1963, the day following the holiday.

2 The issue as to whether or not claimant met the "compensation paid him by Carrier is credited to the workdays immediately preceding and following such holiday" requirement of Section 3, Article III of August 19, 1960 Agreement was decided in Award 5126, and inasmuch as said award is controlling in this instant case, we will sustain this claim.)

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March, 1967.

Keenan Printing Co., Chicago, Ill.

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