

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(
(Chicago, Milwaukee, St. Paul & Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Carrier violated the current agreement, particularly Article II, Section 7 of the National Agreement dated October 7, 1971 when it refused to pay Electrician W. Bartz of Milwaukee Shops for the Labor Day Holiday, September 6, 1982.
2. That the Chicago, Milwaukee, St. Paul and Pacific Railroad Company be ordered to compensate Electrician W. Bartz for eight (8) hours' compensation at the current rate.

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 employes 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.

The Claimant in this case, Electrician W. Bartz, began a two week vacation on September 6, 1982. With assigned rest days of Saturday and Sunday, the Claimant was scheduled to return to work on Monday, September 20, 1982. September 6, his first day of vacation, was Labor Day. When he returned to work, the Claimant asserts he found a picket line set up by the Brotherhood of Locomotive Engineers. The Claimant did not go to work. Thereafter, his request for payment for the Labor Day Holiday was refused. This request was made in accordance with Article II, Section 7 of the National Agreement, dated October 7, 1971, which, in pertinent part, states:

"The 'work days' and 'days' immediately preceding and following the vacation period shall be considered the 'work days' and 'days' preceding and following the holiday for such qualification purposes."

The Carrier notes the Claimant did not have compensation paid for the work day immediately following his vacation period. By reason of the picket lines and strike, the Organization contends September 20, 21, and 22 cannot be properly regarded as "work days" within the meaning and intent of Article II, Section 7.

Form 1
Page 2

Award No. 10423
Docket No. 10278
2-CMStP&P-EW-'85

This Board's examination of the record discloses the Carrier's shops were not closed on September 20 through 22 nor is there any evidence any jobs at the Milwaukee shops were abolished. Claimant's constitutional right to honor a picket line is not material to the dispute. Under these circumstances, we conclude the Claimant was properly denied payment for the Labor Day Holiday because he did not meet the requirements of Article II, Section 7.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer, Executive Secretary

Dated at Chicago, Illinois, this 5th day of June, 1985