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NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 11719
Docket No. 11560
89-2-88-2-21

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

PARTIES TO DISPUTE: ((Brotherhood Railway Carmen/Division of TCU
(Southern Railway Company

STATEMENT OF CLAIM:

1. That under the current Agreement the Carrier violated Rule 33 when they denied Carman D. P. Hurst, Knoxville, Tennessee, holiday pay for July 4, 1986.

2. That accordingly, the Carrier be ordered to pay Carman Hurst eight (8) hours pay at the pro rata 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 employee or employees involved in this dispute are respectively carrier and employees 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.

On Claimant's first assigned workday following the July 4th Holiday he reported for work at his regular scheduled starting time, 7:00 AM, and informed his Foreman that he was sick and did not wish to work. The Foreman did not immediately release the Claimant from service. Instead he conferred with other officials and at 7:15 authorized him to leave. Obviously, if the Foreman had released the Claimant when he first asked to be off he would not have been entitled to any compensation for the day. However, Claimant was in service for 15 minutes and received compensation for his time on duty.

Carrier, however, did not allow Holiday Pay for July 4th on the grounds that the intent of the Holiday Pay Rule requires more than token service be performed on the days preceding and following a Holiday. This disallowance of Holiday Pay is the basis for the instant Claim.

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We have had occasion to decide this issue in the past in other Claims involving this Carrier. In Second Division Award No. 11103 we reviewed a number of decisions on this matter and concluded that a correct application of the Agreement requires that Holiday Pay be allowed in situations where any compensation is credited to the day preceding or following a Holiday. We do not find Award No. 11103 to be in palpable error and it will be followed here.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 3rd day of May 1989.