

CORRECTED

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13934

Docket No. 13818

NRAB-00002-070002

(07-2-2)

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

(Brotherhood Railway Carmen Division (BRCD)

(Transportation-Communications International Union

PARTIES TO DISPUTE: (

(Springfield Terminal Railway Company (ST)

STATEMENT OF CLAIM:

"Claim of the Employees:

- 1. That the Springfield Terminal Railway Company violated the terms of our Agreement, in particular Rule 14 when the Carrier deducted four (4) days of pay (on March 11 and March 18, 2005) from the pay check of Kenneth S. Gardner, for the Christmas and New Year's Holidays.**
- 2. That, accordingly, the Springfield Terminal Railway Company be required to compensate Carman Kenneth S. Gardner for four (4) days pay. Twenty-four hours at the rate of \$19.44 per hour and eight (8) hours pay at the rate of \$19.83 per hour for a total of \$625.20. This is the amount of compensation he would have earned had the Carrier not violated the Agreement."**

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.

Parties to said dispute were given due notice of hearing thereon.

The facts in this case are that Claimant was originally paid holiday pay for December 24 & 25, 2004 and December 31, 2004 and January 1, 2005. In March of 2005 the Carrier deducted these days from the Claimant on the basis he did not qualify for holiday pay because he was off on personal leave on the qualifying days.

On April 7, 2005 the Organization filed this claim on the basis the Carrier violated Rule 14.2 which reads:

“14.2 A regularly assigned Employee will qualify for the holiday pay provided in paragraph 14.1 if they work the full work day immediately preceding and the full work day immediately following such holidays. Employees who are 60 minutes or less late reporting for work will be considered to have worked the full day, provided they work the remainder of their shift. The eligibility requirements of this paragraph may be waived for regularly assigned employees who request and receive permission to be off on any of the specified qualifying days or portions thereof. Permission will not be denied unless requested unreasonably or excessively.”

Claimant was given permission to take Personal Leave on the qualifying days for the holidays. As such it did not disqualify him for holiday pay.

The Organization has shown the Carrier violated the Agreement.

AWARD

Claim sustained.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 27th day of March 2008.