

Award No. 2298

Docket No. 2121

2-IGN-CM'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 14, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Carmen)**

INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the controlling agreement the carrier did not properly compensate Carman E. E. Carrey for the holiday falling on December 25, 1954.

2. That the carrier be ordered to properly apply the agreement and compensate Carman E. E. Carrey for the December 25, 1954 holiday, for eight (8) hours at the pro-rata rate of pay.

EMPLOYEES' STATEMENT OF FACTS: E. E. Carrey, hereinafter referred to as the claimant, is employed by the International Great Northern Railroad, hereinafter referred to as the carrier, as a carman at San Antonio, Texas. Claimant is regularly assigned on the rip track on the 7:00 A. M. to 3:30 P. M. shift, Monday through Friday, rest days Saturday and Sunday.

On Saturday, December 11, 1954, R. E. Tilger, car inspector at San Antonio, started his annual fifteen (15) consecutive work days vacation with pay. Car Inspector Tilger is regularly assigned to the 11:00 P. M. to 7:00 A. M. shift, Tuesday through Saturday, rest days Sunday and Monday.

The claimant was designated by the carrier to fill the assignment of Car Inspector Tilger during his vacation. The claimant, from December 11, 1954 to January 1, 1955, worked the assigned shift hours from 11:00 P. M. to 7:00 A. M., the work week Tuesday through Saturday, rest days Sunday and Monday.

The Christmas holiday, Saturday, December 25, 1954, fell on a work day of the work week of the assignment of the claimant. The claimant was required to work the holiday, for which service he was compensated at the time and one-half rate in accordance with Rule 3 (b) of the controlling agreement which reads as follows:

"Employes required to perform work on their rest days or on the following legal holiday viz., New Year's Day, Washington's Birth-

tion working Monday through Friday with Saturday and Sunday the rest days. Therefore, the holiday of Saturday, December 25, 1954, was not a work day of his regular work week, and, consequently claimant is not entitled to payment for this date under Article II, Section 1, of the August 21, 1954, agreement.

We have previously shown that claimant was paid at the time and one-half rate for service performed on the date in question.

It is not believed that the governing provisions of the August 21, 1954, agreement can consistently be interpreted so as to justify the payment of this claim. To do so it would of necessity have to be assumed that both R. E. Tilger, the regular occupant, and claimant were regularly assigned to the position in question on the same date. We do not believe that your Board will place such an obviously unreasonable and unrealistic interpretation on this provision of the agreement.

For reasons hereinabove shown it is conclusively evident that the claim here presented to your Board is completely without basis and it should, therefore, 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 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.

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

Claimant was regularly assigned as a car builder at San Antonio, Texas, Monday through Friday with Saturday and Sunday as rest days. From December 11, 1954 to December 31, 1954, claimant was used as a car inspector to relieve the regular car inspector who was on vacation. Claimant worked on December 25th, a holiday, and was paid the time and one-half rate. He claims he is entitled to the 8 hours holiday pay at the pro rata rate as provided by the August 21, 1954 Agreement. The applicable part of that agreement provides:

“Effective May 1, 1954, each regularly assigned hourly and daily rated employe shall receive eight hours pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employe: * * * Christmas.”

Claimant was a regularly assigned employe. His workweek was Monday through Friday with Saturday and Sunday as rest days. December 25, 1954, fell on Saturday, a rest day of claimant's regular assignment. Carrier contends that as the holiday did not fall on a workday of claimant's regularly assigned workweek, he is not entitled to the 8 hours holiday pay. We do not concur in this view. We think that a regularly assigned employe is entitled to holiday pay of 8 hours when a holiday falls on a workday of any assignment he may be working. This is necessary to give effect to the intention of the parties to make it possible for such employes to maintain their normal take home pay in workweeks which include holidays. Award 2169. If this conclusion were not correct, a regularly assigned employe could be moved to a temporary vacancy whose workweek contained a holiday and, by blanking the holiday, such regularly assigned employe's take home pay would be effectively reduced by 8 hours. Such was not the intention of the agreement.

A regularly assigned employe is entitled to the 8 hours holiday pay whether he is working his regular assignment or whether he is working a temporary assignment whose workweek contains a holiday.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of October, 1956.