

Award No. 2517
Docket No. 2385
2-GM&O-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when the award was rendered.

PARTIES TO DISPUTE:

SYSTEM FEDERATION NO. 29 RAILWAY EMPLOYEES'
DEPARTMENT A. F. of L.-C. I. O. (Carmen)

GULF, MOBILE AND OHIO RAILROAD (Southern Region)

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the applicable agreements the Carrier improperly denied Carman J. C. Lundy compensation for New Year's Day, observed on Monday, January 2, 1956.

2. That, accordingly, the Carrier be ordered to compensate Carman J. C. Lundy in the amount of (8) hours at the pro rata hourly rate for the afore-named holiday.

EMPLOYEES' STATEMENT OF FACTS: J. C. Lundy, hereinafter referred to as the claimant, was employed by the Gulf, Mobile and Ohio Railroad (Southern Region), hereinafter referred to as the carrier, as a carman at its Frascati Shops, Mobile, Alabama. Claimant was regularly assigned to work Monday through Friday, with Saturday and Sunday as rest days. On December 30, 1955, claimant notified his foreman that he was leaving the service of the Gulf, Mobile & Ohio Railroad at the close of his tour of duty on January 3, 1956.

Master Mechanic W. C. Gray called claimant to his office at or around 9:30 A. M. on January 3, 1956 and claimant left the service of the Gulf, Mobile & Ohio Railroad at that time and was paid 2½ hours for January 3, 1956.

The Gulf, Mobile & Ohio Railroad refused to pay claimant eight (8) hours at the pro rata rate of pay for January 2, 1956 which was the day observed as New Year's Day.

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

that date, claimant went to the office where he made known that he was quitting the job, and gave no reason for not completing the tour of duty.

The current agreements between this carrier and its shop craft employes are on file with your Honorable Board, and are, by reference, made a part of this submittal.

POSITION OF CARRIER: Section 3 of Article II of the Chicago agreement dated August 21, 1954, and here applicable, deals with the subject of "Holidays", and reads:

"Section 3. An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. . . ."

There is but one question at issue here, and that is this:

Does "compensation . . . credited to the" workday "immediately . . . following" a holiday relate only to wages for work performed in good faith as a portion of normal employment? **OR**, as here contended, does it relate to wages for a **minor fraction** of a tour of duty **begun on a workman's previously announced final day of service and ended without justification**, seemingly for the sole purpose of demanding an unearned day's pay?

Carrier submits that this question should be resolved by an affirmative answer to the **first** query, and that any other determination lends itself to encouragement of questionable practices on the part of an employe who might be so minded.

Accordingly, carrier contends that the instant claim should be denied, and prays your Honorable Board to so decide.

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.

J. C. Lundy, the claimant, was a regularly assigned carman who decided to resign. On December 30, 1955, he notified his foreman that he intended to leave after January 3, 1956. He worked the day before the New Year's holiday and on January 3rd, the day following the holiday, he came in and worked until 9:30 A. M.

The submission before us is unclear as to whether Lundy was called into the office or went in voluntarily and as to what was said between himself and the master mechanic. However, it is undisputed that he went home without completing the day. He was paid for the two and one-half hours worked but he was refused pay for the holiday which is the demand of his present claim.

The pertinent part of the applicable rule reads,

"An employe shall qualify for the holiday pay . . . if compensation paid by the carrier is credited to the workday's immediately preceding and following such holiday."

The rule does not state how much compensation shall be paid in order to qualify. A strict application of the rule, to the agreed fact that Lundy received compensation for two and one-half hours, requires a sustaining award.

AWARD

The claim is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 21st day of June, 1957.