

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

Parties to Dispute: (International Brotherhood of Firemen and Oilers
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(Burlington Northern Railroad Company

Dispute: Claim of Employee:

1. That in violation of the current Agreement, Mr. R. L. Eisenbarth, Laborer, Havelock, Nebraska, was denied eight (8) hours Holiday pay for April 9, 1982, (GOOD FRIDAY) by the Burlington Northern Railroad Company.
2. That, accordingly, the Carrier be ordered to compensate Mr. Eisenbarth for 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.

Claimant is employed by the Burlington Northern Inc., as laborer at Carrier's repair facility at Havelock, Nebraska, and was regularly assigned to work Monday through Friday with Saturday and Sunday as assigned rest days. Claimant worked Monday April 5, through Thursday April 8, 1982. Friday April 9, was a Holiday and Claimant did not work. Monday April 12, 1982 Claimant used as a personal leave day and did not work. Tuesday April 13, a regularly scheduled work day Claimant did not work.

Section 3 of the National Holiday Agreement reads:

"A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation is credited to the work days immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employees work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first workday of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday."

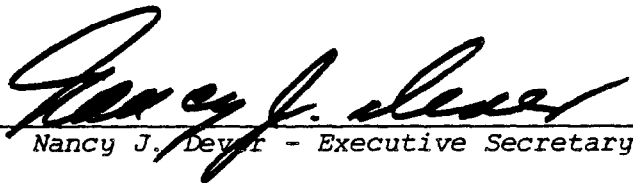
The Carrier contends that a personal leave day is not a work day and accordingly, the Claimant would not be entitled to compensation for the holiday. The employees contend that a personal leave day is a work day and the Claimant is therefore entitled to compensation for the holiday. Both parties cite Awards from this Board in support of their position, but none of the Awards cited pertain to exactly the rules and conditions as in the instant case. This in fact seems to be a case of first impression. We of course, cannot know what the parties who made the agreement had in mind at the time the holiday Agreement was negotiated, but we cannot see any other meaning to the words "work day" except a day that such employee would normally work on. The Agreement also makes it clear that the employee need not necessarily work the day, but only that he receive compensation for it. A personal leave day would therefore, be a work day and because this employee did receive compensation for it, he is entitled to the holiday pay. We will sustain the claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of August 1984.