

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION**

Award No. 13780

Docket No. 13665

03-2-02-2-25

The Second Division consisted of the regular members and in addition Referee Don A. Hampton when award was rendered.

**(Brotherhood Railway Carmen Division
(Transportation Communications International Union**
PARTIES TO DISPUTE: (
(Springfield Terminal Railway

STATEMENT OF CLAIM:

“Claim of the Committee of the Union that:

- 1. The Springfield Terminal Railway Company violated the terms of our current agreement, in particular Rule 14, when they arbitrarily denied Henry J. Satrowsky compensation for a contractual holiday (Good Friday) on April 21, 2000.**
- 2. That accordingly, the Springfield Terminal Railway Company be ordered to compensate Carman Henry J. Satrowsky in the amount of eight (8) hours pay for the April 21, 2000 holiday, as required by 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 Organizations contends that the Carrier violated the terms of the Agreement, in particular Rule 14, when they arbitrarily denied the Claimant compensation for contractually negotiated holiday pay for April 21, 2000. (Good Friday).

The controlling portion of Rule 14 - Holidays reads:

“14.2 To be eligible for holiday pay, employees must either work or be available for work on the last work day before and the first work day after the holiday. Employees who work on the holiday will be paid one and one-half times the applicable hourly rate in addition to the payment specified in paragraph 14.1. It is understood that in order to meet the eligibility requirements of this paragraph, employees who work any of the qualifying days must work all bulletined hours. 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.”

The record reflects that the Claimant who was off work for a medical condition was cleared to return to work on April 14, 2000. This clearance was granted by his attending physician on March 14, 2000. The Claimant advised the Carrier on April 3, 2000 that he was able to return to work on April 14, 2000.

The Organization contends that the Carrier intentionally delayed the Claimant's medical clearance in a well-calculated plan to avoid paying the Claimant holiday pay. While there is some dispute with regard to the dates of the scheduled physical there is no dispute that the Claimant waited 20 days to notify the Carrier of his impending return to work.

The record does not reflect that the Carrier's actions in scheduling the return-to-work physical were untimely nor has the Organization substantiated their position with any specific evidence or examples of prior similar situations. The record when reviewed in its entirety simply does not support the Organization's assertions. The claim must be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division**

Dated at Chicago, Illinois, this 24th day of October 2003.