



Award No. 14518
Docket No. MW-15001

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

TENNESSEE CENTRAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the Agreement when it failed and refused to allow eight hours of pro rata pay as holiday pay for February 22, 1963 (Washington's Birthday) to Carpenters Alvin McCormick, Othel Carr, Farris Givens, R. A. Hughes, W. H. Albright, B&B Helpers Dallas Loden, Arnel Green, Kenneth Loden, J. F. Rollins, Robert Crawford, B&B Laborers Claude Treadway, Virgil Treadway, J. L. Holley, E. L. Porter, Extra Gang Laborers Billy R. Phillips, Normie Bennett, R. Williams, G. C. Hawkins Jr., L. T. Wallace and Walter Keys. (Carrier's File 191-97.)

(2) Each of the employees named in Part (1) of this claim now be allowed eight (8) hours' pay at his respective straight time rate because of the aforesaid violation.

EMPLOYES' STATEMENT OF FACTS: Each of the claimants has established and holds more than sixty (60) days of seniority under the Agreement and is an hourly rated employee.

Claimants Alvin McCormick, Othel Carr, Farris Givens, Dallas Loden, Arnel Green, Kenneth Loden, Claude Treadway and Virgil Treadway were compensated for services rendered the Carrier on February 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20 and 21, 1963. Claimants R. A. Hughes, W. H. Albright, J. F. Rollins, Robert Crawford, J. L. Holley and E. L. Porter were compensated for services rendered the Carrier on February 4, 5, 6, 7, 8, 12, 13, 14, 15, 18 and 19, 1963. Each of the aforementioned claimants was furloughed prior to the subject holiday without benefit of five (5) working days' advance notice of such force reduction as required by Article 777 of the Agreement of June 5, 1962. Claim for that violation of the Agreement is now before this Division for adjudication (Carrier's File 191-95 MW File 29-30-2157). If the aforementioned claimants had not been furloughed in violation of the plain terms of the Agreement, they would have performed service for the Carrier as regularly assigned employees on the work day preceding and the work day following the subject holiday.

ployes on the same assignment on both the work day preceding and the work day following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule."

(Exhibits not reproduced.)

OPINION OF BOARD: The claim covered in this docket is in behalf of 20 named employees for holiday pay on Washington's Birthday, February 22, 1963. Claimants were regularly assigned hourly rated employees at the time they were laid off by Carrier during the period February 21, 1963 to March 4, 1963.

On the basis of our decision in Award 14515, all Claimants met the qualifying requirements of Article III of the August 19, 1960 Agreement applicable to other than regularly assigned employees and therefore their claims are accordingly sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1966.

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