

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19675  
Docket Number TE-19705

Irwin M. Lieberman, Referee

PARTIES TO DISPUTE: (Brotherhood **or** Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station **Employees**  
( (Formerly Transportation-Communication Division, **BRAC**)  
(  
(Reading Company

STATEMENT OF CLAIM: Claim of the General **Committee** of the **Transportation-Communi-**  
cation Division, BRAC, on the Reading Company, T-C 5838, that:

**Item 1 -** The Reading Company (Carrier) violated **our** current agreement when it failed and refused to properly compensate claimant, R. S. **Slemmer**, for holiday pay (July 4<sup>th</sup>, 1970), that fell on a workday (Saturday) of his position, while he was on vacation.

**Item 2 -** As a consequence of the above violation the Carrier is required to pay claimant, R. S. **Slemmer**, eight hours at the time and one-half rate **or** \$45.13, amount denied him.

OPINION OF BOARD: Claimant was on vacation during July 1970. While on vacation, the Independence Day Holiday (July 4<sup>th</sup>) fell on a work day of his assignment. The job was worked on that day and the relief man **was** paid 8 pro rata day as holiday pay end time and one-half for working; the total hours he was paid for was twenty: eight hours holiday pay and eight hours at time and one-half (twelve hours) for work performed on a holiday. Claimant, the vacationing employee, was paid a pro rata day (eight hours) as holiday pay and a pro rata day (eight hours) as vacation pay. The claim, as amended, is for an additional four hours **pay to make** the total compensation for Claimant equal to the amount which the relief employee **was** paid - twenty hours.

The issue before us is what is the proper compensation for an employee who is on vacation and a holiday occurs on a work day of his regular assignment, and that day is worked by a relief employee. Article 7(a) of the National Vacation Agreement and its interpretation (June 10, 1942) are pertinent:

"Article 7 (a) -

An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

This contemplates that **an** employee having a regular assignment will not be any better **or** worse off, while on vacation, as to the daily compensation paid by the carrier than if he had remained at work on such assignment, this not to include casual **or** unassigned overtime **or** amounts received from others than the employing carrier."

Issues identical with this one have been before this Board on numerous occasions. See, for instance, the following Awards of this Division: 10550, 11113, 11827, 11976, 15722, 15910, 16131, 16324, 16472, and others. These Awards, and others, have consistently held that an employee on vacation during a period in which a holiday occurs, and his position is assigned to work that holiday and is worked by a relief employee, should be paid eight hours as holiday pay and eight hours at time and one-half as vacation pay or a total of twenty hours pay.

The Awards cited above are sound and we shall follow them; Claimant shall be allowed four additional hours pay, making his total compensation for July 4, 1970 twenty hours pay.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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.

A W A R D

Claim sustained for 4 hours pro rata pay.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*E. A. Killen*  
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of March 1973.