

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **19715**
Docket Number CL-19825

Benjamin Rubenstein, Referee

(Brotherhood of Railway, Airline and Steamship **Clarks**,
(Freight Handlers, Express and Station **Employees**

PARTIES TO DISPUTE: (

(Chicago and Illinois Midland Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the **Brotherhood**, (GL-7151)
that:

1. The Carrier violated the **Agreement** when it **refused to compensate** Mr. R. R. **Brown** for eight (8) hours Holiday pay for New Years Day, **January 1, 1972.**

2. Carrier shall be required to compensate **Mr. Brown in the amount** of \$38.08.

OPINION OF BOARD: Claimant requests holiday pay for **New Year's Day**, January 1, 1972.

He held the position of Agent-Telegrapher. He also held a position as **Relief** Dispatcher. He **was** on vacation for the period ending **December 31, 1971, which** was a **Friday**. On Saturday, New Year's Day, he worked as **dispatcher**, and on Monday, January 3, he returned to his job as Agent-Telegrapher.

The Carrier refused holiday pay for agent-telegrapher **on the ground** **that** the contract provides that in order for a" employee to **receive holiday** pay he must be working at his regular job the day before and the day **after** the holiday. It further contends that in view of the fact that the claimant did receive holiday pay under the **dispatcher's** agreement, he may not be paid also pursuant to the Telegrapher's agreement.

In Award No. 18261, David **Dolnick**, Referee, the facts were similar to those involved herein. In that case, the Board, after reviewing and citing a long string of awards, held that the effect of those decisions is "that the rule makes no qualification with respect to the source of the compensation paid by the carrier and credited to the employee's regular work days **immediately** preceding and following the holiday."

I" Award No. 16457 (**Mesigh**), we said:

"...it is not unusual for regularly assigned employees under non-operating agreements to hold dual seniority. We can read no intent in that language to disqualify a regularly assigned employee.. .for holiday pay because he may have worked under **some** other agreement either on the day before or the day after on the holiday."

In the instant case the claimant **was** on vacation the day before the holiday and, thus, under the jurisdiction of the carrier and receiving pay from it. This is tantamount to working for it the day before the holiday. The first working day after the holiday, the claimant actually **worked** at his regularly assigned job.

The claimant, under the circumstances, must be considered as having worked the day before and the day after the **holiday**, and entitled to his **holiday 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.

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

ATTEST: *E. A. Killian*
Executive Secretary

Dated at Chicago, Illinois, this 13th day of April 1973.