

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21665

Docket Number CL-21647

Robert W. Smedley, Referee

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

PARTIES TO DISPUTE: (

(Utah Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,  
GL-8199, that:

1. Carrier violated rules of the Agreement when it failed to properly compensate **Mr. B. M. Christensen** for July 4, 1974.

2. Carrier shall now be required to compensate Mr. B. M. Christensen for eight (8) hours at the time and one-half rate for July 4, 1974.

OPINION OF BOARD: **This** claim seeks eight hours' pay at time and one-half for July 4, 1974, a legal holiday under the parties' agreement. Claimant had rest days of July 2 and 3, 1974, and prior to leaving work on July 1, 1974, was **not** notified that his position would be blanked on July 4th. Claimant left on a trip and did not **return** home - going directly to his work location - until just before he was scheduled to start work on July 4th. In the meantime, on July 3, Carrier tried to notify Claimant by calling his home and telling his wife that his position was now not scheduled to work **on** the Holiday.

Not having received, prior to taking his two rest days, notice that his position would not work on the holiday, Claimant was obliged to schedule his personal affairs to protect his assignment. This he did and he reported for work. There is **some** mitigation on the part of the Carrier in its attempt to notify Claimant, albeit belatedly, that his job would not work the holiday.

Awards cited to us, 3660 (Miller) and 7108 (Larkin), while not directly in point, do offer some help in deciding this case. Generally, these awards hold that if an **employee** is to be scheduled for a day off, he should be notified before leaving work (3660). It is the Carrier's obligation to adequately **notify employees** when a station is to be closed on a holiday (7108).

In this 'case there are mitigating circumstances. The Carrier, for reasons beyond its control, did not know that no work would be required on the holiday and as soon as this was established, it attempted to notify Claimant. **Thus**, while we will sustain the claim, we will recognize these mitigating circumstances (Award 15704, Woody) and allow Claimant a basic call, i.e., two hours at the time and one-half rate, the settlement suggested by the Organization when this claim was being progressed on the property.

(In this resolution we do not intend to impute that compromise settlements proposed and **rejected** on the property are **binding upon** the party making the proposal. Under these circumstances, it seems the offer was appropriate to this dispute.)

**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

The agreement was violated.

A W A R D

Sustained as stated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST::

*A.W. Pauls*  
Executive Secretary

Dated at Chicago, Illinois, **this 18th** day of August 1977.

