



Award No. 14519

Docket No. MW-15076

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 (8) hours' straight time pay as holiday pay for Decoration Day (1963) to B&B Carpenters Alvin McCormick, Othel Carr, Farris Givens, B&B Helpers Dallas Loden, Arnel Green, Kenneth Loden, B&B Laborers Claude Treadway and Virgil Treadway.

(2) Each of the employees named in Part (1) of this claim now be allowed eight (8) hours' pay at their respective straight time rates.

EMPLOYEES' STATEMENT OF FACTS: Each of the claimants has established and holds seniority in excess of sixty (60) calendar days in accordance with Agreement rules. Each claimant is an hourly rated employee.

Prior to the subject holiday, each claimant was furloughed because of force reduction.

Each claimant performed more than eleven (11) days of compensated service in the thirty (30) calendar days immediately preceding the Decoration Day holiday.

Each claimant was available for service on the work days immediately preceding and following the subject holiday.

The Carrier failed and refused to allow each claimant eight (8) hours' pay at his pro rata rate for the subject holiday.

This Carrier, prior to October 1, 1954, advised the authorized employee representative that it elected to preserve existing rules or practices and thereby rejected acceptance of Article IV of the August 21, 1954 Agreement.

The Agreement in effect between the two parties to this dispute dated September 1, 1942, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

OPINION OF BOARD: The claim covered in this docket is in behalf of 8 named employes for holiday pay on Memorial Day, May 30, 1963. Claimants were regularly assigned hourly rated employes at the time they were laid off by Carrier during the period from May 15, 1963 to June 3, 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 employes and therefore the 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 Employes involved in this dispute are respectively Carrier and Employes 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 by Carrier.

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.