



Award No. 14520

Docket No. MW-13715

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 certain hourly rated employees (identified in the attachment hereto) eight hours' straight time pay for the Washington's Birthday holiday of 1961.

(2) Each of the claimants be allowed the exact amount of monetary loss suffered because of the violation referred to in Part (1) of this claim.

ATTACHMENT

- | | |
|----------------------|----------------------|
| 1. W. H. Albright | 18. Horton Leffew |
| 2. J. K. Dickson | 19. J. T. Mahaney |
| 3. R. A. Hughes | 20. Kelly Phillips |
| 4. J. F. Rollins | 21. E. C. Hood |
| 5. Henry Hembree | 22. Baxter Herd |
| 6. Robert Crawford | 23. Armstrong Herd |
| 7. J. L. Holley | 24. Luna Oaks |
| 8. E. L. Porter | 25. Robert Bates |
| 9. John Williams | 26. Ernest Gamble |
| 10. Lonnie J. Green | 27. Charlie Massey |
| 11. G. C. Hawkins | 28. Albert Strawther |
| 12. Walter Ryon | 29. Charlie White |
| 13. Walter Keys | 30. Joe Crudup |
| 14. Normie Bennett | 31. F. C. Willoughby |
| 15. Granville Bowman | 32. C. A. Searcy |
| 16. W. C. Fickey | 33. Dewitt Robertson |
| 17. Solon Ingram | |

following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the work day preceding and the work day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) Such employee is available for service.

NOTE: 'Available' as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, the work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees 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."

The parties hereto are in accord that the handling of this dispute on the property fulfilled the applicable requirements of the Railway Labor Act and the time limit rule of the agreement.

(Exhibits not reproduced.)

OPINION OF BOARD: In this case 33 named employees are claiming holiday pay for Wednesday, February 22, 1961. Claimants were regularly assigned hourly rated employees who were laid off by the Carrier during the period February 17 to March 1, 1961.

On the basis of our decision in Award No. 14515, three claimants (No. 1, W. H. Albright, No. 11, G. C. Hawkins, and No. 15, Granville Bowman) did

not qualify for the holiday pay, as they did not have compensation for service paid them by the Carrier credited to eleven (11) or more of the 30 calendar days immediately preceding the holiday. Their claims are denied.

The remaining thirty named claimants met all the qualifying requirements of Article III of the August 19, 1960 Agreement. Their claims for February 22, 1961 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

Claim sustained to the extent prescribed in the Opinion.

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.