

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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 holiday pay to

1. Section Laborer L. J. Green for New Year's Day, 1962.

2. Section Laborers Leo Phillips and Woodrow Herd for Christmas Day 1961.

3. Section Laborer J. T. Mahaney for Christmas Day, 1961 and for New Year's Day, 1962.

(2) Because of the aforesaid violations, the Carrier shall now be ordered and required to allow Claimants L. J. Green, Leo Phillips and Woodrow Herd eight (8) hours' pay each, at their pro rata rates and to allow Claimant J. T. Mahaney sixteen (16) hours' pay, at his pro rata rate.

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 holidays, each claimant was furloughed because of force reduction.

During the 30 calendar days immediately preceding the subject holidays, Claimants Leo Phillips and Woodrow Herd performed compensated service on December 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 and 15, 1961; Claimant J. T. Mahaney performed compensated service on December 4, 5, 6, 7, 8, 10, 11, 12, 13, 14 15 and 27, 1961, and Claimant L. J. Green performed compensated service on December 4, 5, 6, 7, 8, 11, 12, 13, 14, 15 and 27, 1961.

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

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."

(Exhibits not reproduced.)

OPINION OF BOARD: The holiday pay claims covered by this docket are for Christmas Day, 1961 and/or New Year's Day 1962 in behalf of four named Claimants.

Based on 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 employees and their 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 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

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.

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