

Award No. 15017

Docket No. SG-13711

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

THE BALTIMORE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Baltimore and Ohio Railroad Company that:

(a) The Carrier violated the provisions of the August 19, 1960 Agreement when it failed to allow Signal Helper Roy C. Brant, West Newton, Pa., holiday pay for May 30, 1961.

(b) Mr. Roy C. Brant now be allowed one day's pay at the Signal Helper's pro rata rate of pay.

EMPLOYEES' STATEMENT OF FACTS: Claimant Roy C. Brant was a regularly assigned, hourly-rated Signal Helper on the Pittsburgh East End Seniority District. The position filled by Claimant was abolished effective 3:00 P. M. on May 29, 1961. There were no employees on the Seniority District whom Claimant could displace. The day following the date Claimant's position was abolished—May 30, 1961—was one of the seven generally recognized holidays under the provisions of the Signalmen's Agreement, namely, Decoration Day.

Claimant claimed eight (8) hours' holiday pay for May 30, 1961, but the Carrier refused to compensate him for the holiday on the contention that he was not available for work on the day following the holiday. Carrier took the position that Claimant was other than a regularly assigned employee after his job was abolished effective 3:00 P. M., May 29, 1961. It also took the position that Claimant was not available for service on May 31, 1961, on the contention that Claimant had not notified the Carrier that he would be available to perform relief or extra work. This claim, however, is being progressed on the basis that Claimant is entitled to holiday pay for May 30, 1961—not on the contention that Claimant was denied the right to perform extra or relief work.

In view of the Carrier's refusal to allow Claimant holiday pay for May 30, 1961, Local Chairman George A. DeLozier filed a claim in behalf of Claimant Brant for the holiday pay. The initial claim was filed with Division Engineer W. B. VanderVeer in a letter dated July 26, 1961 (Brotherhood's Exhibit No. 1).

The Division Engineer denied the claim in a letter dated September 15, 1961, attached hereto as Brotherhood's Exhibit No. 2.

Under date of September 26, 1961, Local Chairman DeLozier wrote Division Engineer VanderVeer that the Committee wished to progress the claim further and stated that a Memorandum of Conference would be necessary. The

May 30, 1961." The claim asks that (the claimant) now be allowed one day's pay at the Signal Helper's pro rata rate of pay."

OPINION OF BOARD: Prior to being furloughed as of 3:00 P. M., May 29, 1961, Claimant was a regularly assigned Signal Helper. May 29, 1961, was a Monday, and was the last workday preceding the Memorial Day Holiday on May 30, 1961. Claimant was not recalled to service until January 8, 1962.

The issues involved in this dispute have been before this Board previously. Having been furloughed as of 3:00 P. M. on May 29, Claimant was other than a regularly assigned employee". (Award 14635)

The primary issue before us is whether the Claimant was "available for service" on the workday following the May 30, 1961, holiday as that phrase is used in Article III, Section 3, of the August 19, 1960, Agreement. This issue has recently been discussed and disposed of in Awards 14364, 14365, 14675 and others. There being no evidence that Claimant laid off of his own accord, or failed to respond to a call, we find the Claimant qualified for pay for the holiday and the claim will be sustained.

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.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 8th day of December, 1966.