



Award No. 15896

Docket No. MW-14542

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD 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 Section Laborer L. J. Ludovissy holiday pay for Labor Day, September 3, 1962. (Carrier's Case D-1426.)

(2) Section Laborer L. J. Ludovissy now be allowed eight hours' pay at his pro rata rate because of the violations referred to in Part (1) of this claim.

EMPLOYES' STATEMENT OF FACTS: Claimant L. J. Ludovissy was regularly assigned to the hourly rated position of Section Laborer on Section 0214, with a work week extending from Monday through Friday.

Effective with the beginning of work on Monday, August 13, 1962 and continuing to the close of work on Friday, August 31, 1962, the foreman regularly assigned to Section 0214 was on annual vacation. (This position also had a work week extending from Monday through Friday.) The claimant was instructed to temporarily suspend service on his regular assignment for the purpose of relieving the vacationing foreman. This temporary assignment expired at the close of the day's work on Friday, August 31, 1962 and the claimant resumed service on his regular assignment on the first work day thereafter, namely, on Tuesday, September 4, 1962.

The claimant's foreman reported eight (8) hours of holiday pay for the claimant on the daily time sheet (Form 2612 Rev.) for September 3, 1962 and on the semi-monthly payroll report (Form 162 TR DP) for the first half of September, 1962, said foreman reported the time worked by the claimant during that period and also reported eight (8) hours of holiday pay for Labor Day, September 3, 1962. Neither the claimant nor his foreman was advised that said holiday pay would not be allowed. However, when the claimant received his paycheck on October 1, 1962, he discovered he was short eight (8) hours of pay.

Therefore, as of the holiday, September 3, 1962, Claimant Ludovissy was a regularly assigned employe for holiday pay purposes but he did not, for reasons that will be fully explained in "Carrier's Position," qualify for nor is he entitled to holiday pay for September 3, 1962.

There is attached as Carrier's Exhibit A copy of letter written by Mr. S. W. Amour, Assistant to Vice President, to Mr. J. G. James, General Chairman, under date of February 18, 1963.

(Exhibits not reproduced.)

OPINION OF BOARD: The issues in this case, on the procedure and on the merits, are the same as those we have decided in Award 15141 (House) and affirmed in Award 15142 (House), both of same being between the same parties and under the same agreement as here involved. Therefore, we will sustain the claim here on the same basis as we did in those cases.

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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of October 1967.