

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19675  
Docket Number TE-19705

Irwin M. Lieberman, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employes  
( (Formerly Transportation-Communication Division, BRAC)

PARTIES TO DISPUTE: (  
(Reading Company

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Division, BRAC, on the Reading Company, T-C 5838, that:

Item 1 - The Reading Company (Carrier) violated our current agreement when it failed and refused to properly compensate claimant, R. S. Slemmer, for holiday pay (July 4th, 1970), that fell on a workday (Saturday) of his position, while he was on vacation.

Item 2 - As a consequence of the above violation the Carrier is required to pay claimant, R. S. Slemmer, eight hours at the time and one-half rate or \$45.13, amount denied him.

OPINION OF BOARD: Claimant was on vacation during July 1970. While on vacation, the Independence Day Holiday (July 4th) fell on a work day of his assignment. The job was worked on that day and the relief man was paid a pro rata day as holiday pay and time and one-half for working; the total hours he was paid for was twenty: eight hours holiday pay and eight hours at time and one-half (twelve hours) for work performed on a holiday. Claimant, the vacationing employee, was paid a pro rata day (eight hours) as holiday pay and a pro rata day (eight hours) as vacation pay. The claim, as amended, is for an additional four hours pay to make the total compensation for Claimant equal to the amount which the relief employee was paid - twenty hours.

The issue before us is what is the proper compensation for an employee who is on vacation and a holiday occurs on a work day of his regular assignment, and that day is worked by a relief employee. Article 7(a) of the National Vacation Agreement and its interpretation (June 10, 1942) are pertinent:

"Article 7 (a) -

An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

This contemplates that an employee having a regular assignment will not be any better or worse off, while on vacation, as to the daily compensation paid by the carrier than if he had remained at work on such assignment, this not to include casual or unassigned overtime or amounts received from others than the employing carrier."

Issues identical with this one have been before this Board on numerous occasions. See, for instance, the following Awards of this Division: 10550, 11113, 11827, 11976, 15722, 15910, 16131, 16324, 16472, and others. These Awards, and others, have consistently held that an employee on vacation during a period in which a holiday occurs, and his position is assigned to work that holiday and is worked by a relief employee, should be paid eight hours as holiday pay and eight hours at time and one-half as vacation pay or a total of twenty hours pay.

The Awards cited above are sound and we shall follow them; Claimant shall be allowed four additional hours pay, making his total compensation for July 4, 1970 twenty hours pay.

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.

A W A R D

Claim sustained for 4 hours pro rata pay.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*E.A. Killen*  
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of March 1973.