

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23398  
Docket Number CL-23149

Arnold Ordman, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
(  
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-8887) that:

Carrier violated the National Holiday Agreement (Addendum N-3)  
of the May 1, 1973 Agreement at Atlanta, Georgia when it declined to allow:

1. Ms. A. M. Elliott, Data Input Operator, holiday pay for  
December 25 and 26, 1977 after having qualified therefor by performing  
compensated service for 3½ hours on the workday preceding the holiday  
(Friday, December 23, 1977) and 8 hours on the workday following the  
holiday (December 27, 1977);

2. Ms. Geraldine Callahan, Data Input Operator, holiday pay for  
December 25 and 26, 1977 after having qualified therefor by performing  
compensated service for 4 hours on the workday preceding the holiday (Friday,  
December 23, 1977) and 6 hours and 10 minutes on the workday following the  
holiday (December 27, 1977);

3. Ms. E. S. Knox, Data Typist, holiday pay for February 20, 1978  
after having qualified therefor by performing compensated service for 4 hours  
on the workday preceding the holiday (February 19, 1978), worked 8 hours on  
the holiday, and 8 hours on the workday following the holiday (Thursday,  
February 23, 1978);

4. Ms. M. D. Eagle, Rate Clerk, holiday pay for February 20, 1978  
after having qualified therefor by performing compensated service for one  
hour and 10 minutes on the workday preceding the holiday (February 17, 1978)  
and 8 hours on the workday following the holiday (February 21, 1978);

5. Mr. Gary Clemons, Data Typist, holiday pay for March 24, 1978  
after having qualified therefor by performing compensated service for 2 hours  
on the workday preceding the holiday (March 22, 1978) and 8 hours on the work  
day following the holiday (March 25, 1978).

For these violations Carrier shall compensate the claimants as  
follows:

1. Ms. A. M. Elliott, 8 hours pay at the then applicable  
straight time rate on each date December 25 and 26, 1977.

2. Ms. Geraldine Callahan, 8 hours pay at the then applicable straight time rate on each date December 25 and 26, 1977.

3. Ms. E. S. Knox, 8 hours pay at the then applicable straight time rate for February 20, 1978.

4. Ms. M. D. Eagle, 8 hours pay at the then applicable straight time rate for February 20, 1978.

5. Mr. Gary Clemons, 8 hours pay at the then applicable straight time rate for March 24, 1978.

OPINION OF BOARD: Carrier has denied Claimants' holiday pay on the ground that each worked less than eight hours on certain qualifying days.

The relevant provision of Article III, Section 3 of the National Holiday Agreement (Addendum N-3) of the May 1, 1973 Agreement reads in relevant part:

"A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and 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 workweek the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first day of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday."

Consistent and uniform authority has held under this provision that any compensation credited to an employee on qualifying days is sufficient to entitle an employee to holiday pay. No minimum number of hours is required. See Third Division Award 19128 (O'Brien); Second Division Awards 5126 (Dugan), 5128 (Dugan), 7174 (Sickles), and 7410 (McBrearty); and Public Law Board 713, Award 38.

We find Carrier's arguments for a more restrictive reading of Section 3 without merit and we adhere to the cited precedents.

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.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

*A. W. Paulson*

Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1981.