

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25274  
Docket Number MW-24787

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes  
(Seaboard Coast Line 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 properly compensate Mr. M. J. Jammes for Christmas Eve (December 24, 1980) and Christmas Day (December 25, 1980) [System File 37-SCL-81-8/12-53(81-26) G].

(2) Because of the aforesaid violation, the claimant shall be allowed the difference between the holiday pay he was allowed at the welder helper's straight-time rate and the holiday pay he should have received at the welder's straight-time rate for December 24 and 25, 1980.

OPINION OF BOARD: Claimant M. J. Jammes was regularly assigned as a Welder/Helper. From December 19 through December 31, 1982, he was assigned to fill the position of a vacationing Welder. Claimant was paid at the Welder's rate for all days worked between December 19 and December 31. He was paid Holiday pay for Christmas Eve and Christmas Day at the Welder's/Helper's rate. Petitioner contends that since he was assigned to a Welder's job, and received Welder's pay for days worked before Christmas, as well as after Christmas, he should have been paid for the Holiday at the Welder's rate, not the Welder's/Helper's rate. Petitioner relies on Rule 30, Section 1(a), of the Schedule Agreement for its support. That Rule states:

"(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned."

Carrier contends that Claimant was a regularly assigned Welder/Helper, and that, as such, he should be paid at the Welder's/Helper's rate for the Christmas Holiday. It also relies on Rule 30(a) to support its position.

This Board has carefully reviewed the Agreement language involved here, as well as the cases on both sides of the issue. We are inclined to support the Petitioner in this situation. We rely on Third Division Award 21007 in this instance.

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 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 the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
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Nancy J. Lever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1985.