

Case No. 124
Award No. 124
SCL File: 6-26 (76-80)
BRAC File: 18.24 (3)

PUBLIC LAW BOARD NO. 1366

Parties to
Dispute:

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

vs.

Seaboard Coast Line Railroad Company

Claim:

- "1. Carrier violated the Agreement between the two parties when it failed to properly compensate Mr. H. L. Browder for work performed on October 27, 1975, a legal holiday.
- "2. Carrier shall now be required to compensate H. L. Browder eight (8) hours at time and one-half rate for this violation. This in addition to the eight (8) hours at straight time already received by claimant for work performed on this date."

Opinion of
Board:

Claimant, a vacation relief Clerk, relieved the monthly rated Agent for six days. Claim is for eight hours at time and one-half for work on October 27, 1975, the Claimant's Birthday-Holiday.

Carrier maintains that the Agent's position is monthly rated and one which encompasses any holiday compensation or pay for service performed on the holiday, i.e., if the regular monthly rated agent worked his birthday he would not receive extra compensation.

The issue before this Board is when does a relief or temporary employee become in every way the counterpart of the regular occupant of the monthly rated position.

In similar cases: Third Division, NRAM Award 7425, Sustained, Claimant worked the excepted position one day; Award 7429, Sustained, Claimant worked the excepted position one day; Award 3444, Sustained, Claimant worked the position eight days; Award 11034, Denied, Claimant worked the position one day during the work week.

We find that filling of a monthly rated position on a temporary one to four day basis during the absence of the incumbent does not exclude the hourly or daily rated employees from extra compensation for a service performed on the holiday. However, after completion of a work week on the monthly rated position the applicable rate shall encompass holiday pay.

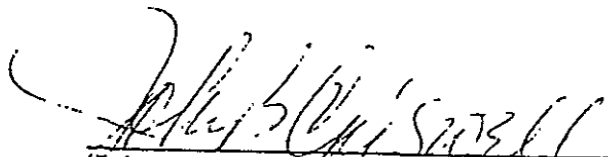
Findings of
Board:

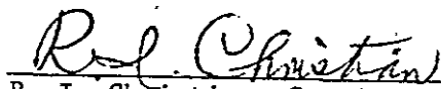
The Agreement was not violated.

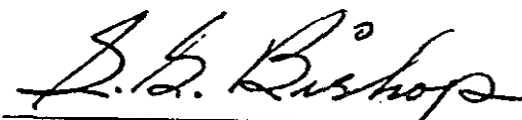
Page 2
Case No. 124
Award No. 124

Award: Claim denied.

Signed at Jacksonville, Florida, this 20th day of October, 1979.


John B. Criswell, Neutral Member


R. I. Christian, Carrier Member


S. G. Bishop, Organization Member