

AWARD NO. 208

Case No. 208

Organization File No. CarrickC.113

Carrier File No. 2013-143863

PUBLIC LAW BOARD NO. 7163

PARTIES) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES DIVISION,
) INTERNATIONAL BROTHERHOOD OF TEAMSTERS
TO)
)
DISPUTE) CSX TRANSPORTATION, INC.

STATEMENT OF CLAIM:

1. The Agreement was violated when the Carrier refused to compensate Claimant J. Carrick for the March 29, 2013 Good Friday holiday as required by Rule 14 (b).
2. As a consequence of the violation referred to in Part 1 above, Claimant J. Carrick shall now be compensated for eight (8) hours at the appropriate straight time rate of pay.

FINDINGS:

The Board, upon consideration of the entire record and all of the evidence, finds that the parties are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated March 20, 2008, this Board has jurisdiction over the dispute involved herein, and that the parties were given due notice of the hearing held.

The record before the Board reflects that Claimant had marked off sick from March 18 through 28, 2013. March 29, 2013 was Good Friday, a holiday under Rule 14 of the Agreement. The Organization argues that the Carrier violated the Agreement because it did not pay Claimant for the holiday, although he had worked eleven of the preceding 30 days. It avers that Claimant's status during this time was that he was on a medical leave of absence for a long-term illness. It reasons,

therefore, that he was not a regularly assigned employee and qualified for payment on the holiday pursuant to Rule 14(b).

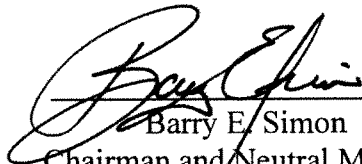
The Carrier, on the other hand, insists Claimant was regularly assigned. Consequently, his entitlement to holiday pay would be governed by Rule 14(c), which requires that the employee have compensation credited to the workdays immediately preceding and following the holiday. Because Claimant did not work the day before the holiday, the Carrier argues he was not entitled to the holiday pay.


The question before the Board hinges upon whatever Claimant's status was on the holiday. It is the Organization's burden to establish that Claimant was not regularly assigned. They have not met this burden as there is nothing in the record before the Board indicating he was on a leave of absence at the time of the holiday. Marking off sick does not remove an employee from his bulletined assignment. To be sure, the parties agreed to the requirement for qualifying days so the Carrier would not be obligated to pay employees who "mark off sick" the day before or the day after a holiday.


What Claimant's status might have been if he was on a leave of absence is a moot point in this case. The Organization has asserted Claimant's absence extended beyond January 30, 2014. An absence of this length would have required that a request be in writing and be granted by the Carrier's Highest Designated Labor Relations Officer and the General Chairman. In the absence of documentary evidence that such a leave was granted, the Board must conclude Claimant was not on a leave of absence, and was, therefore, regularly assigned. Thus, his failure to perform compensated

service the day before the holiday disqualified him from entitlement to the holiday pay. The Agreement was not violated.

AWARD: Claim denied.


Barry E. Simon
Chairman and Neutral Member


Andrew Mulford
Employee Member


Rob Miller
Carrier Member

Dated: 10/19/2016
Arlington Heights, Illinois