

COPY

SPECIAL BOARD OF ADJUSTMENT NO. 192

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLER, EXPRESS AND STATION EMPLOYEES
and

THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 82

STATEMENT Claim of the System Committee of the Brotherhood that:
OF CLAIM:

(1) Carrier violated the Rules of the Clerks' Agreement when it refused to allow Mr. R. L. McLain, regular assigned Rackman at Parkersburg, W. Va., one day's pay as holiday pay on September 1 and December 25, 1958, and

(2) That R. L. McLain shall now be allowed eight hours pay at the pro rata rate of his regular assigned Rackman position as holiday pay for each date, September 1 and December 25, 1958.

FINDINGS:

The claimant was a regularly assigned Rackman at Parkersburg, West Virginia, with Friday and Saturday rest days. He also held rights as an extra yardmaster. Sunday, August 31, 1958, and Monday September 1, 1958, he worked as a yardmaster returning to his position of Rackman on Tuesday, September 2, 1958. He also worked as Yardmaster on Wednesday, Thursday and Friday, December 24, 25 and 26, returning to his regular position of Rackman on Sunday, December 28, 1958. He was not paid holiday pay for Labor Day (September 1, 1958) and Christmas (December 25, 1958).

The carrier has denied this claim on the ground that the claimant's status on the holiday was that of a yardmaster and that the Yardmaster's Agreement makes no provision for holiday pay. We cannot subscribe to that argument.

The August 21, 1954 Agreement in Article II, Section 1, provides that each regularly assigned hourly and daily rated employee should receive eight hours pay for prescribed holidays (including Labor Day and Christmas Day) when such holiday falls on a workday of his workweek. Section 3 of the same Article provides as follows:

"Section 3. An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday."

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We think it is clear from the above quoted language that the framers of the Agreement recognized that it is not unusual for regularly assigned employees under non-operating agreements to hold dual seniority. We can read no intent in that language to disqualify a regularly assigned employee under the Clerks' Agreement for holiday pay because he may have worked under some other agreement either on the day before or on the day after or on the holiday. As a matter of fact the language of the Agreement appears to have been carefully drawn so as to preclude such a result.

AWARD

Claim sustained.

/s/ Francis J. Robertson
Francis J. Robertson
Chairman

/s/ F. T. Lynch
F. T. Lynch
Employee Member

/s/ T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland, this
15th day of November, 1962.