

SPECIAL BOARD OF ADJUSTMENT NO. 287

PARTIES:

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
and
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 21

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

(1) The Carrier violated the effective Agreement when it failed and refused to allow Trackman Leslie M. Wright eight hours' straight time pay for New Year's Day, January 1, 1958.

(2) Trackman Leslie M. Wright be allowed eight hours' straight time pay because of the violation referred to in Part (1) of this claim."

FINDINGS: Claimant trackman was regularly assigned, Monday through Friday, with Saturdays and Sundays as designated rest days.

Claimant worked the full eight hours of his regular assignment on Tuesday, December 31, 1957. The following day, January 1, was a recognized holiday for him and he did not have to work.

At 5:00 p.m., on that holiday, Carrier called him out to perform overtime work because of a snowstorm. He worked 14 hours until 7:00 a.m., on January 2. He was properly paid at the overtime rate.

Carrier, however, "credited" this 14 hours of emergency service to January 1, the day on which it started, because of Company policy that the day on which an assignment starts is the day to which the compensation paid is credited.

Section 3 of Article II of the August 21, 1954 Agreement is here involved. The part with which we are concerned provides:

"An employee shall qualify for the holiday pay x x x if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. x x x"

Actually, this man worked on the holiday (5:00 p.m. to midnight) and on the day following the holiday (midnight to 7:00 a.m.) but under this Carrier's policy all of this work was credited to January 1; none to the day following the holiday -- hence his ineligibility for holiday pay in Carrier's view.

The time card, here in evidence, which proved such crediting also showed -- for January 2 -- the symbol "R", indicating "rest day" for such employee.

It is argued by the Organization that the Rule requirement that an employee work on the day before and the day after a holiday was for the purpose of preventing absenteeism before and after a paid holiday; that here, Claimant has complied with the intent and purpose of the Rule and should be paid for the holiday.

Carrier offers the argument, however, that it erred in placing the symbol "R" -- indicating Rest Day -- on Claimant's time card for January 2; it

should have been marked "P" -- absent for personal reasons.

We must and will adhere to the Rule. Claimant's time card shows that all the hours worked on both January 1 and 2 were "credited" to January 1.

Accepting Claimant's time card, however, for this purpose we cannot ignore the fact that the same time card also "credited" him with a Rest Day on January 2.

Taking it at its face value, and there being no question raised that claimant worked on January 3 -- the day following such "credited" Rest Day -- he did meet the requirements of Section 3, Article II and his claim will be sustained.

AWARD

Claim sustained in accordance with Findings.

(s) Edward A. Lynch
Chairman

(s) A. J. Cunningham
Employee Member

(s) T. S. Woods
Carrier Member

Dated at Baltimore, Maryland,
this 28th day of March, 1960.