

SPECIAL BOARD OF ADJUSTMENT NO. 423

PARTIES Port Terminal Railroad Association  
TO and  
DISPUTE: United Transportation Union (T)

STATEMENT  
OF

CLAIM: Claim of Yardman E. M. Hinton for eight (8) hours holi-  
day pay, April 8, 1977.

FINDINGS: Good Friday, April 8, 1977, was a holiday for Yardmen,  
but not for Yardmasters.

Claimant worked for the Carrier under the Yardmaster's Agreement during 1976 and earned one week's vacation which under that Agreement he was allowed to take a day or two at a time which he elected to do and did on April 7, and 8, 1977 for which he was paid under the Yardmaster's Agreement.

At the end of 1976, Claimant surrendered his seniority under the Yardmaster's Agreement and accepted a regular assignment under the Yardmen's Agreement with days off on Saturday and Sunday (April 9 and 10, 1977).

During 1977 he worked as follows:


April 6: Worked as Yardman  
7, 8: Took two days' vacation under  
Yardmasters' Agreement  
9, 10: Regular days off as Yardman  
11: Worked as Yardman

To qualify for the Good Friday holiday under the Yardmen's Agreement, Claimant was required to work as a Yardman the day before (April 7, 1977) and the day after the holiday (April 11 as April 9 and 10 were his regular days off).

For April 7 and 8, 1977, Claimant was paid two (2) days at the Yardmaster's rate in discharge of the Carrier vacation obligations under the Yardmaster's Agreement.

Claimant cannot base his claim on both Agreements. The amounts paid for April 7 and 8, 1977 under the Yardmaster's Agreement cannot be used to discharge obligations under the Yardmen's Agreement.

AWARD: Claim denied.

  
Hubert Wyckoff, Neutral

  
G. T. DuBose  
Organization Member

  
T. Minahan  
Carrier Member

Signed at Houston, Texas, this 22nd day of February, 1978.