

C&NWT FILE NOS: 2-24-248  
2-24-249  
UTU CASE NOS: E242-17-HP  
E241-17-HP

SPECIAL BOARD OF ADJUSTMENT NO. 235

AWARD NO: 2880  
DOCKET NOS: 6227  
6310

PARTIES TO DISPUTE:

UNITED TRANSPORTATION UNION  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

Statement of Claim:

"claim of Conductor H. L. Hemphill and Brakeman J. F. Mulvihill, Marshalltown District, for a day's pay at holiday rate for December 25, 1984. Claim is based on provisions of the National Paid Holiday Agreement.

"claim of Brakeman J. F. Mulvihill, Marshalltown District, for proper holiday allowance for January 1, 1975. Claim is based on provisions of the National Paid Holiday Agreement."

FINDINGS: This Board upon the whole record and all the evidence, finds that:

The parties herein are Carrier and employee within the meaning of the Railway Labor Act, as amended.

This Board has jurisdiction over the dispute involved herein.

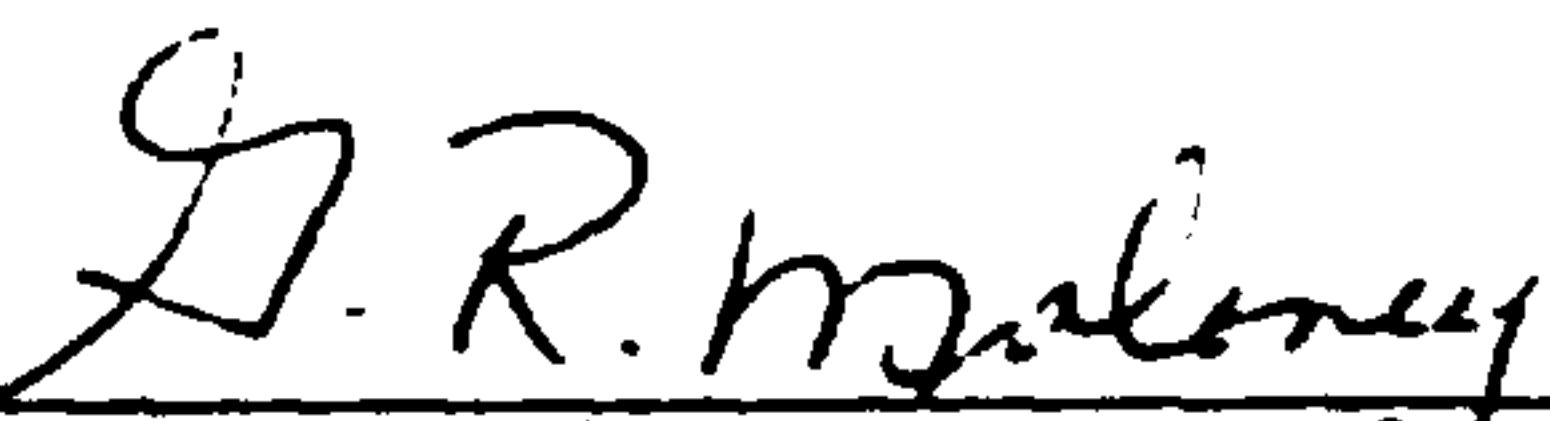
Claimants in these two cases were regularly assigned to local freight trains 12-11 operating between Marshalltown, Oskaloosa and Albia, Iowa. The assignment is bulletined to operate from Marshalltown to Oskaloosa, a distance of 57 miles, on Monday, Wednesday and Friday, and from Oskaloosa to Albia to Marshalltown, a distance of 105 miles, on Tuesday, Thursday and Saturday. The issue is whether the Claimants qualified for holiday pay on December 25, 1974 and January 1, 1975.

Carrier denied the claims on the basis that Article 1, Section 2 of the June 25, 1964 National Agreement provides holiday pay for road service employees in local freight service only if they are confined to runs of 100 miles or less, and that Claimants are not so confined since they are on runs of over 100 miles three days a week.

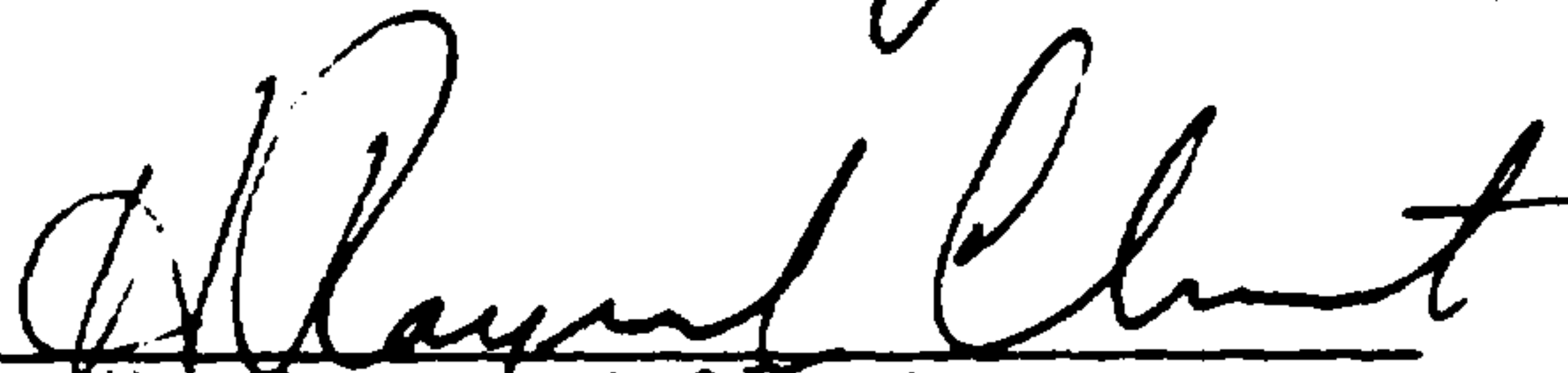
The Organization contends that Claimants are entitled to the holiday pay under the Memorandum of Agreement of January 1, 1968 which provides in paragraph 4(b) that a trainman regularly assigned to local freight assignment operating 100 miles or less on certain dates and in excess of 100 miles on other dates, whose assignment on the qualifying day preceding the holiday worked 100 miles or less will not be disqualified for holiday pay if otherwise qualified.

The parties are in disagreement as to whether the Memorandum of Agreement applies to these claimants. We find it unnecessary to go into that question here because even if it were applicable, Claimants would not be entitled to holiday pay since their assignments on the days preceding the holidays for which pay is claimed did not work 100 miles or less, as required by the Memorandum.

Award: Claims denied.

  
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G. R. Maloney, Employee Member

  
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J. D. Crawford, Carrier Member

  
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H. Raymond Cluster  
Neutral Member and Chairman

CHICAGO, ILLINOIS

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