

PUBLIC LAW BOARD NO. 2716

PARTIES Brotherhood of Locomotive Engineers  
TO  
DISPUTE: and  
Houston Belt & Terminal Railway Company

STATEMENT Claim 2070 - Engineer C. B. Jordan and  
OF CLAIM: Fireman R. L. Brown are each claiming  
8 hours at the time and one half rate  
for the Thanksgiving Day holiday on  
November 23, 1978.

FINDINGS: By reason of the Agreement dated June 27, 1980, and  
upon the whole record and all the evidence, the  
Board finds that the parties herein are employe and carrier  
within the meaning of the Railway Labor Act, as amended, and  
that it has jurisdiction.

On Monday, November 20, 1978, Carrier issued a  
Bulletin listing jobs that would be blanked. Job 123, to which  
Claimants were regularly assigned was not in that list. In  
the afternoon of Wednesday, November 22, 1978, before they were  
scheduled to go off duty, Claimants were advised by radio that  
their job would be blanked the next day - November 23, 1978.

Employes contend that the Claimants were entitled  
to forty-eight (48) hours prior notice by bulletin, as provided  
in Article 4(h), which reads as follows:

Enginmen will be given forty-eight  
(48) hours notice of changes in days  
of assignment, starting time, or  
point of going on duty, and positions  
will be bulletined for seniority  
choice.

It is the Carrier's position that Article 4(h) is not applicable. Job 123 was blanked under the provisions of the National Holiday Agreement which reads as follows:

"Effective January 1, 1969, the existing rule covering pay for holidays, set forth in Article I of the Agreement of June 25, 1964 and the Letter of Understanding dated November 21, 1966, is hereby amended insofar as applicable to employees covered by this Agreement by substitution of the following for Sections 2 and 3 of Article I of the Agreement of June 25, 1964, and said letter of November 21, 1966:

Section 2 -

The following provisions shall apply to regularly assigned locomotive engineers (motormen) in yard service and regularly assigned road service employees paid on a daily basis, represented by the organization party hereto:

(a) Each regularly assigned yard engineer, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day  
Employee's Birthday

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked."

and Section 2(e), reading as follows:

"(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply."


The above provisions in the National Holiday Agreement do not modify or vitiate the provisions of Article 4(h) of the Schedule Agreement. It merely provides that in a week a mentioned holiday falls, the agreed to five days of work or pay will not apply. That means only that the Carrier has the right to blank all of the eight (8) agreed to paid holidays. But it does not restrict the right of the parties to agree that such a right to blank requires at least forty-eight (48) hours prior notice. That is the purpose of Article 4(h) of the Agreement. Had the Claimants worked on November 23, 1978, they would have received eight (8) hours straight time holiday pay, plus eight (8) hours at the time and one half rate.

For the reasons herein stated, the Board finds that the Carrier violated the Agreement and that the claims are valid.

AWARD

Claims sustained. Carrier is directed to pay the claims within thirty (30) days of the date of this award.

  
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DAVID DOLNICK, Chairman and Neutral Member

  
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T. MINAHAN, Carrier Member

  
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F. H. BUDLONG, Employee Member

DATED: April 15, 1981