

PUBLIC LAW BOARD 1549

PARTIES TO THE DISPUTE:

AWARD NO. 1

United Transportation Union - C
and
Seaboard Coast Line Railroad Company

CASE NO. 1

STATEMENT OF CLAIM:

Conductor C.A.G. Thomas, Rocky Mount, N.C., minimum day account
Birthday Holiday, January 28, 1972.

FINDINGS:

The Claimant, Mr. C.A.G. Thomas, was regularly assigned as a road trainman in through freight pool service between South Rocky Mount, N.C. and Florence, S.C. during the later part of January, 1972. On January 27, 1972, there was a vacancy for a conductor's assignment on the South Rocky Mount to Kinston local freight, and Trainman Thomas was properly called in his seniority standing as Extra Conductor for this assignment. He worked South Rocky Mount to Kinston on January 27, 1972, and returned on his Birthday, January 28, 1972, Kinston to South Rocky Mount. On the day after his Birthday, January 29, 1972, the Claimant was again used for the conductor assignment on the South Rocky Mount to Kinston local freight.

The South Rocky Mount-Kinston local freight is an assignment of less than 100 miles, and without a mileage component. The Claimant filed a claim for a minimum day under the provisions of Article 4(f) of the Conductor's Agreement for his Birthday, January 28, 1972.

An agreed-upon interpretation relating to the June 25, 1964, National Agreement is set forth in part as follows:

"DECISION: The agreement of April 21, 1966, between the carrier and the ORC&B interpreting the June 25, 1964 Agreement as to holiday pay contains the following Question and Answer: 'Question No. 2: an employee is required by reason of his seniority to protect a temporary vacancy on a regular assignment subject to Article 1, section 2, and is available for or performs service thereon on both of the qualifying days and the holiday. Does the employee qualify for holiday pay? Answer to Question No. 2; if no employee qualifies for holiday pay on such assignment, and an employee is required or takes such vacancy for days which the assignment works in the week in which the holiday occurs, he will be allowed one basic day's pay at the rate of the assignment as holiday pay. If the assignment works on the holiday, he will, in addition, receive time and one-half for service performed on the holiday. This interpretation is not applicable to employees who protect work from the extra board on a day to day basis."

The Claimant did protect a temporary vacancy on a regular assignment on a qualifying local freight run of less than 100 miles; and the Claimant worked the qualifying service required, that being the day before, the day after the Birthday-holiday, and the Birthday-holiday as well. The Carrier paid no other employee for the vacancy that the Claimant occupied. And clearly the Claimant is not an employee who protects work from the extra board on a day-to-day basis, but rather was a regularly assigned employee protecting conductors' work in accordance with his seniority and in accordance with Article 25D.ii of the Conductors' Agreement.


The agreed-upon interpretation found in Question No. 2 and Answer No. 2 in relation to the Conductors' Agreement requires the claim to be sustained.

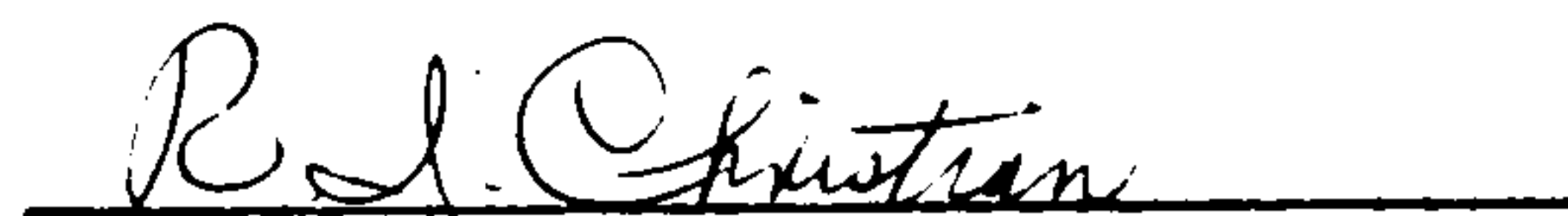
AWARD

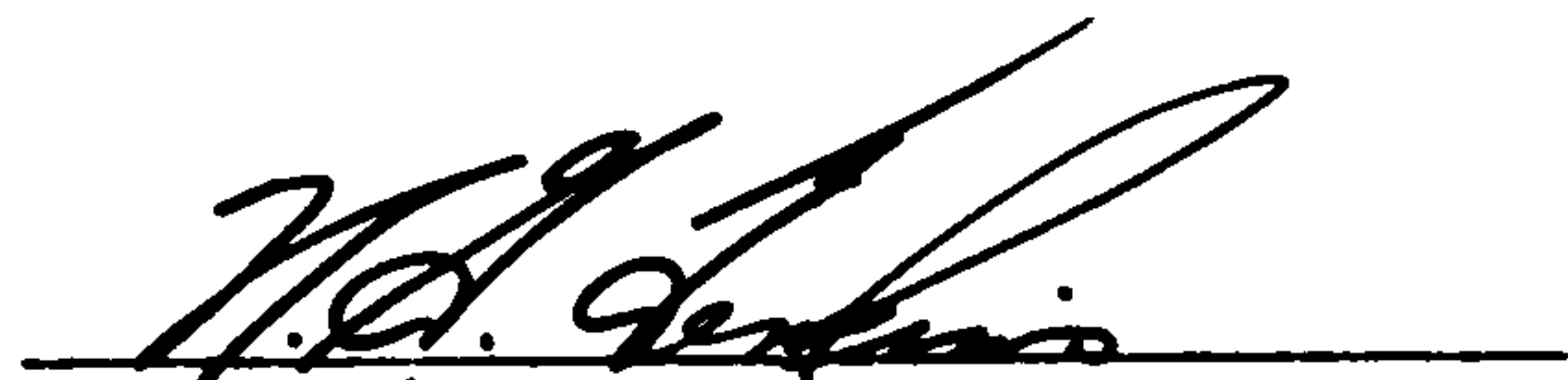
Claim sustained.

ORDER:

The Carrier is ordered to make the above Award effective within thirty days from the date of this Award.


David P. Twomey, Chairman


R.I. Christian
Carrier Member


N.G. Jenkins
Organization Member

Dated: 8/26/80