

Case No. 11
Award No. 11

PUBLIC LAW BOARD NO. 974

Parties to
Dispute:

UNITED TRANSPORTATION UNION (E)

VS.

SEABOARD COAST LINE RAILROAD COMPANY

Claim:

"Fireman R. W. Grove, one day's pay at yard rate, Holiday pay, May 30, 1969, plus one half days at yard rate."

Opinion of
Board:

Claimant asks that he be compensated under Article 45 of the Fireman's Scheduled Agreement.

He was used in hostling service on May 29, yard service on May 30 and through freight service on May 31, the day following the holiday. The Carrier denied the claim:

"The claimant in this case does not qualify for holiday pay on the date in question. He worked a through freight assignment on the day following the holiday. Through freight service is not one of the classes of service referred to in Article 45 of the Schedule Agreement in which an employee may work and qualify for the holiday pay.

"In this connection, please note the provisions of Award No. 37 of Public Law Board No. 226 which was rendered on December 21, 1970, Award No. 1 of Public Law Board No. 412, and Award No. 4 of Public Law Board No. 303, covering claims of employees endeavoring to qualify for holiday pay while working in through freight service."

We are inclined toward the views expressed in Award 22899, First Division, NRAB (Dolnick) of October, 1975, and Award 60, Public Law Board 1459 (Weston). In Award 60 it was said:

"From an equity standpoint, there is much that is appealing in this claim for holiday pay, particularly since the engineer performed service for Carrier on that holiday and other employees have received benefits he seeks. However, we cannot validly vary the language used by the parties to express their agreement and must deny the claim."

Award 22899 discusses the divisions which have been present on this question through the years, but concludes that even reversals by other respected neutrals have brought about its conclusion that "the greater weight of current authority supports a finding that the claimant is not entitled to the holiday allowances."

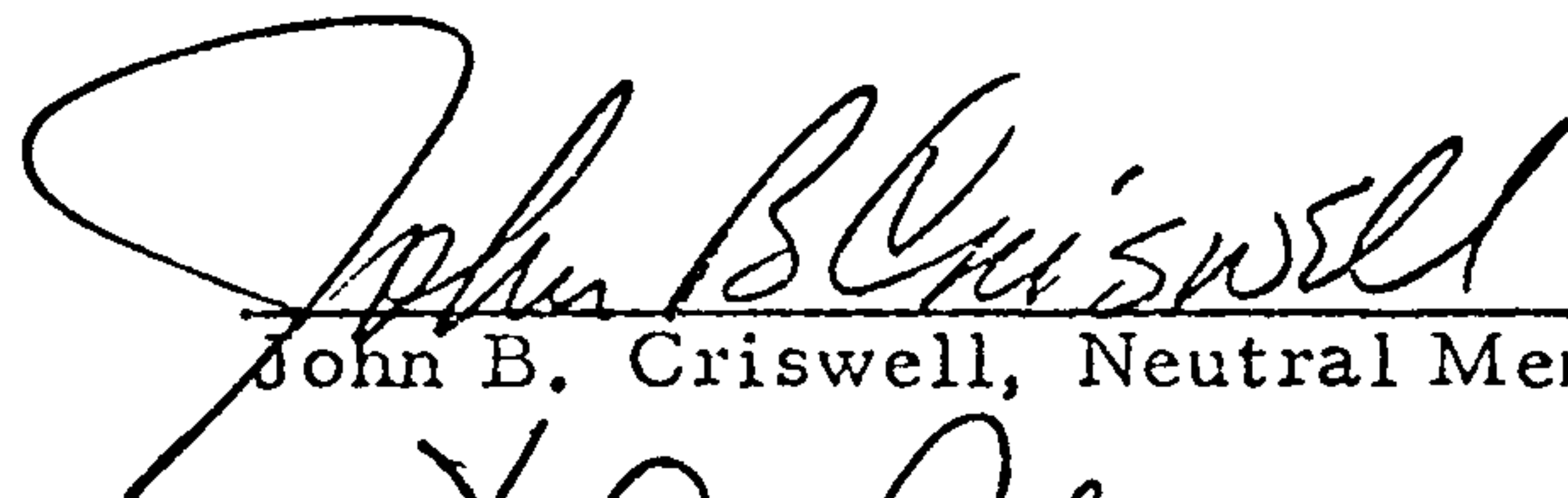
Findings of Board:

That the Agreement was not violated.

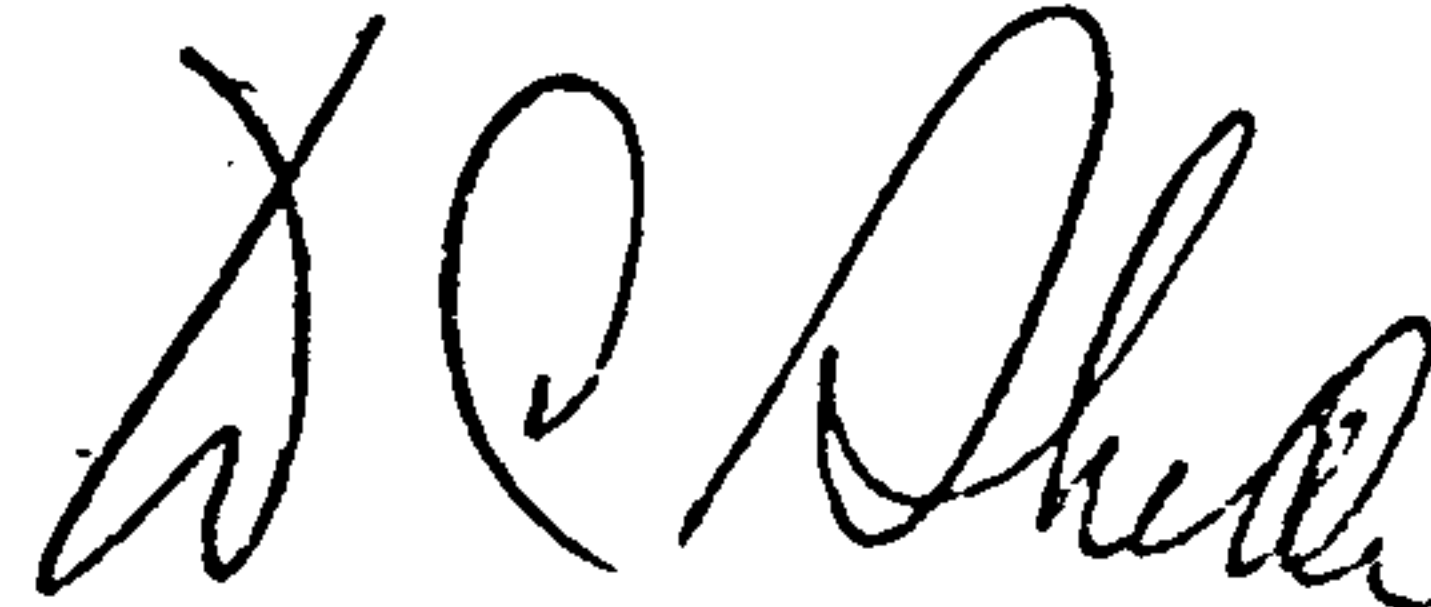
Award:

Claim denied.

Signed at Jacksonville, Florida, this 14th day of April, 1978.



John B. Criswell, Neutral Member



D. C. Sheldon, Carrier Member



R. L. McCollum, Organization Member

Dissonant attached

PUBLIC LAW BOARD NO. 974

UNITED TRANSPORTATION UNION (E)
VS
SEABOARD COAST LINE RAILROAD COMPANY

Employees Dissent

Case 11
Award 11

"Fireman R.W. Grove, one day's pay at yard rate, Holiday pay, May 30, 1969, plus one-half day's pay at yard rate."

Award 11 completely ignored three facts, (1) Claimant was an extra fireman who worked qualifying job the day before and the holiday, (2) Claimant worked in excess of eleven straight time days in the preceding thirty day period, and (3) claim was made at time and one-half rate for working a qualifying job on the holiday.

As to number (3) above, Award 11 denied the time and one-half rate without any reference thereto, except in the mother hubbard fashion of "claim denied".

Employees Dissent to Award 4 and 5 of this Board 974 is applicable here.

Ralph L. McCallum

Employee Member

Birmingham, Alabama
April 14, 1978