

PUBLIC LAW BOARD NO. 2289

Award No. 76

Case No. 76

Parties United Transportation Union
to and
Dispute Houston Belt & Terminal Railway Company

Statement

of Claim: Claim No. 16,691 (1) of Extra Yardman G. B. McEachern for a day's pay at the applicable rate July 4, 1979, account of not being allowed Holiday Pay (and all like claims of record with the Company).

Findings: The Board, after hearing upon the whole record and all evidence, finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, that this Board is duly constituted by Agreement dated October 11, 1978, that it has jurisdiction of the parties and the subject matter, and that the parties were given due notice of the hearing held.

Claimant Yardman, on July 4, 1979, was assigned to and called from the extra board to perform service on Job 217, 3:00 PM to 11:00 PM, North "A" Lead, New South Yard.

Claimant on July 3, 1979 was marked up and available for service the full calendar date but was not called. On July 5, 1979, Claimant was marked up and available for service the full calendar day. He here seeks holiday premium pay.

The Board finds that Claimant qualified for holiday payment and the claim will be sustained under Article IV of the April 5, 1957 Holiday Agreement, as amended (NMB Case A-6278 Article I - November 30, 1960), reading:

"ARTICLE IV - PAID HOLIDAYS FOR YARD SERVICE EMPLOYEES
SECTION 3 - Extra Yard Service Employees

Paragraph (b)... to qualify, an extra yard service employee must--

(1) Perform yard service on the calendar days immediately preceding and immediately following

the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) Be available for yard service for the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or

(3) If such employee cannot qualify under Section 3 (b)(1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the Carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday."

Section 3 (b) (3) is not, as alleged by Carrier, applicable to these cases.

Section 3 (b) provides for three separate and distinct circumstances in which an extra yard service employee may qualify for holiday pay. Section 3 (b) (3) comes into play only when an extra yard service employee does not meet the qualifying criteria provided in either of the two preceding provisions, i.e., (b) (1) or (b) (2).


Here, Claimant qualified under (b) (2) because he was, as required therein, available immediately preceding and immediately following the July 4, 1979 holiday.


Consequently, claim will be sustained. If, as it appears, all "like claims of record with Company" are identical to the instant claim they too are likewise sustained.

Award: Claim sustained as per findings.

Order: Carrier is directed to make this Award effective within thirty (30) days of date of issuance shown below.


G. T. DuBose, Employee Member


T. Minahan, Carrier Member


Arthur T. Van Wart, Chairman
and Neutral Member