

The Second Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

Parties to Dispute: (International Brotherhood of Electrical Workers
(AFL-CIO
(Missouri Pacific Railroad Company

Dispute: Claim of Employees:

1. That the Missouri Pacific Railroad Company violated Rule 5 including the NOTE of the June 1, 1960 controlling agreement when they denied Electricians R. F. Diekmann, D. J. Collett, L. M. Rio, K. L. Todd, A. L. Crowder, K. M. Gray, and L. L. Spradling their contractual rights under the Agreement to work and receive compensation for holiday work.

2. That, accordingly, Carrier be ordered to compensate Electricians R. F. Diekmann, D. J. Collett, L. M. Rio, K. L. Todd, A. L. Crowder, K. M. Gray, and L. L. Spradling eight (8) hours at the time and one-half rate for Friday, January 1, 1982, New Year's Day.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On November 17, 1981, the Carrier advised the Local Chairman that seven Electricians would be required to work the legal holiday, New Year's Day, January 1, 1982. Subsequently, on December 17, 1981, the Carrier posted the names of the seven Claimants as scheduled to work. On December 30, 1981, the Carrier posted a bulletin cancelling the schedule, stating all three shifts would not work the holiday.

The Organization argues that the initial notice of December 17 was in violation of the Agreement in that it was not posted five days preceding the holiday. Secondly, the December 30, 1981, cancellation is improper since Rule 5 provides:

"Employees assigned to holiday work will be allowed to complete the balance of the day unless released at their own request."

The Claim before this Board is for eight hours pay at the time and one-half rate for January 1, 1982, on behalf of seven Claimants who were scheduled to work then cancelled two days before the holiday. The compliance with the posting provisions of Rule 5 is not a determinative in this dispute. This Board has examined the language of Rule 5 and the accompanying Note and is unable to find support for the Organization's position. Rule 5(a) states:

"Employees assigned to rest day relief position and/or holiday work, or those called to take the place of such employees will be allowed to complete the balance of the day unless released at their own request. Those called will be advised as soon as possible after vacancies become known. The foregoing is not intended to conflict with Rules 3 and 4."

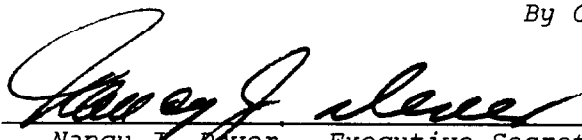
Reference to completion of the balance of the day refers to employees assigned to holiday work. It does not act to guarantee holiday work or prohibit the Carrier from rescinding its five day notice based upon operational exigencies. Herein, the seven Claimants were not required to perform work on the holiday. Secondly, there is no claim that the Carrier's cancellation was dilatorious. Accordingly, we find no agreement basis to support the claim as presented.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of September 1985.