

Award No. 8386

Docket No. TE-7973

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Milwaukee, St. Paul and Pacific Railroad that:

1. The Carrier violated the agreement between the parties when it failed and refused to allow C. H. Severance eight hours' pay at pro rata hourly rate of the position to which assigned for each of the following enumerated holidays:

May 31, 1954, Decoration Day, while working at Sanborn, Iowa.

July 5, 1954, (Fourth of July) while working at Hartley, Iowa.

2. The Carrier violated the agreement between the parties when it failed and refused to allow D. R. Rother eight hours' pay at pro rata hourly rate of the position to which assigned for each of the following enumerated holidays:

May 31, 1954, Decoration Day while working at Wisconsin Rapids, Wisc.

July 5, 1954, (Fourth of July) while working at Schofield, Wisc.

September 6, 1954, Labor Day while working at Nekoosa, Wisc.

3. The Carrier shall compensate Messrs. Severance and Rother for each of these days, in compliance with Article 2 of the Agreement dated August 21, 1954.

employee, but an extra employee, and as such was not eligible to qualify for holiday pay May 31 or July 4, 1954.

Summarizing, the carrier respectfully submits that Section 1 of Article II of the Agreement of August 21, 1954 applies only to regularly assigned employees, employees can only become regularly assigned by bulletin, the agreement rules do not support the employees contention that extra employees should be considered regularly assigned when performing extra work on a permanent position.

The claim is entirely without merit and should be denied.

All data contained herein has been presented to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants here base their respective claims for holiday pay on Article II of the August 21, 1954 Agreement, asserting that when an "extra" telegrapher temporarily takes the place of, or substitutes for, a "regularly assigned" telegrapher, he is entitled to be paid holiday pay under the aforesaid Agreement.

Numerous decisions of this Division have held that in order to qualify for holiday pay under the 1954 Agreement, an employee must be one who is "regularly assigned" and that extra employees do not become "regularly assigned" merely because they assume temporarily the duties of a regularly assigned position. (Awards 7721, 7430, 7432, 7978, 7979, 7980, 7999.)

We adopt the reasoning of and the conclusions reached in the Awards cited above and hold that the claim here is without merit and must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 3rd day of July, 1958.