

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19756  
Docket Number NW-19589

Benjamin Rubenstein, Referee

PARTIES TO DISPUTE: (Brotherhood of **Maintenance of Way Employees**  
(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood that:

(1) The Agreement **was** violated **when** W. E. Lindner **and** L. E. Poole were not allowed holiday pay for Decoration Day, 1970 and when G. L. **Haro was** not allowed holiday **pay** for Fourth of July, 1970 (System Files **MofW 162-73; MofW 162-75; MofW 162-76**).

(2) Eight (8) hours' **pay** at **straight** time rate be allowed **as** follows:

NAME	PATE
W. E. <b>Lindner</b> . . . . .	<b>Work</b> Equipment Helper
L. E. <b>Poole</b> . . . . .	<b>Lead</b> Carpenter
G. L. <b>Haro</b> . . . . .	<b>Track</b> Walker

OPINION OF BOARD: Claimants, **W. E. Linder** and L. **E.** Poole, request holiday **pay** at straight time for Decoration Day, 1970 and claimant, G. L. **Haro**, claims holiday **pay** for July 4, 1970 at straight time pay.

Section I, Article **III-Holiday-**, **as** unended **May** 1, 1968, reads, in part:

"...each hourly and daily **rated employee** shall receive eight hours **pay** at the pro rats hourly **pay** for each of the **following enumerated holidays**."

Among the holidays listed **are** Decoration Day and July Fourth.

Holiday compensation for monthly rated employees is **computed** by pro-rating straight time compensation and multiplying it by 56, that is, the seven holidays provided for, at right hours each, and then dividing the total by twelve, **and** adding the **amount** arrived at to the monthly rate, regardless of whether a holiday actually occurs within **a** given month. This equals to four and **two-thirds** hour each month, or about one hour each week.

The three claimants were, regularly assigned, hourly employees.

Shortly before the respective holidays in issue, the employees were temporarily assigned to monthly rated jobs **and** were paid the wages applicable to monthly rated employees inclusive of the holiday **allowances**.

The carrier rejected the claims of the three employees on the ground that by having received the monthly rated salaries of their jobs, which included holiday **allowances**, they were not entitled to, also receive. holiday **pay**, as hourly rated employees.

There is no factual issue here in dispute. The parties agree that had the employees remained in their hourly rated jobs, they would **have** been entitled to receive the holiday pay, as provided for in this agreement. **Nor** is there **any** dispute of the fact, that the employees involved were temporarily transferred to the monthly payrolls at the request **and** for the convenience of the carrier. not at the request of the employees.

Award No. 15685 (**Dorsey**) presented a similar situation. There, we held that an extra employee is not a monthly rated employee. He is subject to assignments to monthly, hourly and daily rated positions. We adhere to that holding and apply it to the instant **case** involving assigned hourly rated employees. Temporary assignment of hourly rated employees to monthly rated jobs, by carrier for its convenience, does not change the status of hourly rated employees to monthly employees.

Holiday pay is incorporated in labor relations **agreements** to protect employees from loss of wages **as** a result of not working on certain holidays.

Their pay for the holiday is computed on the basis of their pro-rata hourly pay, multiplied by eight hours. If their **pay** is larger, their holiday **pay is** greater; if their **pay** is smaller, their holiday remuneration is comparatively smaller.

Our opinion herein is not to be construed **as** allowing an employee double **pay** for the **same** day. However, in view of the difference in methods of holiday payments to employees in monthly rated positions from those in hourly rated jobs, situations **may, and** do, arise, where depending on the length of transfer to the monthly rated position, **an** employee has been compensated for a full day's holiday pay. In such event, he should not also receive another day's **pay** for his hourly rated position. If, however, the added hourly **pay** in the monthly rated position, is less than eight hours. the employee is entitled to receive **payment for** the hours not paid for at his hourly rated wages. (11972)

This, in the opinion of the Board, **was** and is the intent of the **parties** in determining holiday pay under the **various** provisions of the **agreements**.

The parties shall compute the exact number of hours, each **claimant** **was** paid **for, as** holiday **pay**, under the formula of monthly rated provisions. while employed in monthly **rated jobs, deduct that number** of hours from eight **and pay each** employee the difference in hours at **their hourly rated pay**.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

The claim is modified accordingly.

A U - A R D

Claim sustained as modified.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

E. G. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 11th day of **May** 1973.