

The Third Division consisted of the regular members and in addition Referee Marty E. Zusman when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen  
(Consolidated Rail Corporation

STATEMENT OF CLAIM: "Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corporation (Conrail):

On behalf of Brother R. L. Glenning for eight hours pay at his pro rata rate of pay, account of Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 4-C-1 (e), when it failed to properly pay him for May 26, 1986 (Memorial Day). Carrier file SD-2330."

FINDINGS:

The Third 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.

Claim at bar involves Agreement Rule 4-C-1(e) which specifies that employees must bridge a holiday by working the days preceding and following to qualify for pay. In addition to that requirement the language of the Agreement specifies an exception wherein:

"or if the employee is not assigned to work but is available for service on such days."

Significantly, the qualifying day preceding the Memorial Day Holiday of May 26, 1986, for the Claimant was May 16th due to his vacation. Claimant chose not to cross a picket line established by another union on that date.

The Organization on property argues that Claimant qualifies as per the Rule, as he was available to work and attempted to report for work, but was unable to perform his duties due to a picket line.

The Carrier denies any Agreement violation. It maintains that Claimant could have worked as operations continued to function. As the Claimant

performed no compensated service, he was due no holiday pay. The Carrier does not refute his attempt to report, but as Claimant was assigned and did not work, he was due no compensation.

This Board has carefully evaluated the Awards presented by the parties. We are acutely conscious of the significance of picket lines in labor disputes and the importance for railroad unionists not to cross such lines in order to achieve targeted outcomes. As emphasized in Third Division Award 19836, we understand that:

"... union members will not usually cross a picket line." (emphasis in original)

While that statement came from an earlier Award (Second Division Award 4494), the line of reasoning since then by Board Awards supports a following of contract language mediated only by substantive evidence of a desire to work and an attempt to do so (Third Division Awards 20427, 14890, 14730). There must be an affirmative showing that Claimant "would have worked despite the existence of a picket line." (Third Division Award 20269).

The Board finds the Agreement clear and unambiguous. No exceptions or language allowing for good cause excuse is evident. The position was not abolished, operations continued and there was no showing of serious threat or disruption. Admittedly, the Claimant was assigned to work on that day. Therefore, confining ourselves to the Agreement provisions and record of evidence, we have no basis to set aside the Carrier's disposition in these circumstances.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Bever - Executive Secretary

Dated at Chicago, Illinois, this 13th day of April 1989.