

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19756  
Docket Number MW-19589

Benjamin Rubenstein, Referee

PARTIES TO DISPUTE: ( Brotherhood of Maintenance of Way Employes  
( 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:

<u>NAME</u>	<u>RATE</u>
W. E. Lindner.....	Work Equipment Helper
L. E. Poole.....	Lead Carpenter
G. L. Haro.....	Track 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 amended May 1, 1968, reads, in part:

"...each hourly and daily rated employee shall receive eight hours pay at the pro rata 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 prorating straight time compensation and multiplying it by 56, that is, the seven holidays provided for, at eight 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-rate 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 W 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.