

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24855  
Docket Number CL-25058

John E. Cloney, Referee

PARTIES TO DISPUTE: (Allied Services Division/Brotherhood of Railway, Airline  
(and Steamship Clerks, Freight Handlers, Express and  
(Station Employees, AFL-CIO  
(  
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9782) that:

1. The Carrier violated the current National Vacation and Holiday Agreements, when it refused to properly compensate Traffic Control Center Train Director, Mr. J. C. Hurley for the Christmas Holiday, December 24 and December 25, 1981, while off on vacation and the holiday occurring on a work day of his work week and his position was required to be worked on the holiday.

2. The Carrier shall now compensate Mr. J. C. Hurley for sixteen (16) hours pay at the time and one-half rate of his regularly assigned position in addition to the amount he has already received.

3. That the Carrier be required to pay thirteen percent (13%) interest compounded annually on the sixteen (16) hours pay until Claimant is made whole.

OPINION OF BOARD: Claimant was regularly assigned to a Train Director position on the 7:00 A.M. - 3:00 P.M. shift. He was on vacation from December 21 through 25, 1981 which included Thursday, December 24 and Friday, December 25, 1981. Thursday and Friday are regular assigned work days for Claimant and in 1981 the 24th and 25th were Christmas Holidays.

Normally there were three regular Train Director assignments scheduled on the 7:00 A.M. - 3:00 P.M. shift. On December 24 and 25 only two were required due to the Holidays. The Carrier contends as Claimant was absent on vacation there was no need for a reduction and his job was blanked. During the other days of his vacation Claimant's position was filled by the senior employee on the extra board. For the 24th and 25th Claimant was allowed 16 hours of pay daily which represented 8 hours straight time vacation pay and 8 hours straight time holiday pay or a total of 32 hours. Claimant contends he is entitled to an additional twenty four hours pay.

Claimant bases his contention on Section 7 of the National Vacation Agreement which provides in part:

"7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment."

The argument is that Claimant's assignment worked on December 24 and 25, 1981 so that Claimant is entitled to sixteen hours vacation pay, sixteen hours for the holiday and 16 hours at time and one half because his position worked.

Claimant contends his position worked because a Letter of Understanding dated August 2, 1973 provides:

"Holiday force reductions in Train Directors' positions, when made, would be affected by laying off the junior employee on a shift basis."

Claimant states as senior Train Director on the shift he would have worked under the terms of this Agreement had he not been on vacation. Therefore his position worked and he is entitled to compensation.

The Carrier argues that the August, 1973 Agreement has no application as there was no one laid off. Claimant was absent on vacation and there is no rule requiring the Carrier to fill the position of a vacationing employee in these circumstances.

This Board is of the opinion that Claimant was properly compensated for December 24 and 25, 1981. Normally there were three regularly assigned Train Directors. Claimant voluntarily absented himself by vacationing during the period which included December 24 and 25. Although Claimant's position was filled by the senior extra board employee on the non-holidays no rule required the Carrier to fill Claimant's position where failure to do so would not result in a burden to the remaining employees or to Claimant upon his return. No contention is made that such was the case on December 24 or 25. In these circumstances we agree with the Carrier that Holiday Force Reduction Agreement did not apply, nor can we conclude Claimant's assignment was worked.

In view of our disposition of the merits of this claim it is not necessary to consider Claimant's request for interest.

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

That the Agreement was not violated.

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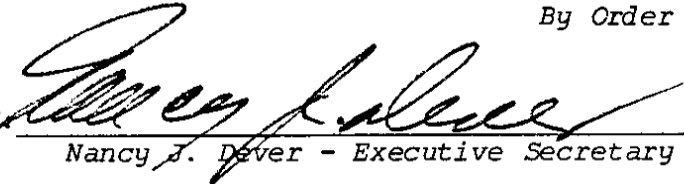
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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 28th day of June, 1984