

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30588
Docket No. CL-30738
94-3-92-3-734

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

(Transportation-Communications International
(Union
PARTIES TO DISPUTE: (
(Elgin, Joliet & Eastern Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Union (GL-10867)
that:

1. Carrier violated the effective agreement when it failed to compensate employees L. Dingee and M. Simon for March 29, 1991, a holiday.
2. Carrier shall now compensate each claimant eight (8) hours pay at the straight time rate of the position they worked just prior to March 29, 1991, in addition to any other moneys already paid for such date."

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 employee 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.

Claimants, both "other than regularly assigned employees," were called to work on Saturday, March 30, 1991, the day following the Good Friday Holiday. Neither responded to the call, and they did not receive compensation for service performed for Carrier on that date. On the basis that they were not available for service on the calendar day following a holiday, Carrier did not allow them Holiday Pay for the Good Friday Holiday, even though both had received compensation on eleven of the thirty days preceding the holiday, and had performed forty hours extra board work during the workweek of the holiday.

The Organization contends that both should have been paid Holiday Pay because furloughed employees are generally not entitled to be called for work beyond forty hours in a workweek. Further, it is the intent of the Holiday Agreement to only require that furloughed employees be available for work at straight time rates, and not overtime rates. Also, when an employee has completed his workweek, as is the case here, it is unreasonable and ridiculous to require additional qualification for Holiday pay.

The Board notes that the qualifying requirements, for entitlement for Holiday pay for other than regularly assigned employees, is quite explicit. First the employee must have compensation credited to 11 or more of the thirty calendar days immediately preceding the holiday. Next the employee must have compensation for service credited, or be available for service, on the calendar day preceding and the calendar day following the holiday. Available for service is defined to mean that an employee is available unless he lays off on his own accord, or does not respond to call.

The facts in this case are not controverted. Claimants did not respond to a call for service on the calendar day following the Good Friday Holiday. They were other than regularly assigned employees at the time, even though they had already worked forty hours that week. Their status did not change because of the totality of their work schedules. They were still other than regularly assigned, and to be eligible for Holiday Pay it was necessary to satisfy the explicit requirements of the Holiday Pay Agreement for this class of employee.

Claimants did not satisfy these requirements. The claim is without merit. It will be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 2nd day of December 1994.