

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45320
Docket No. MW-47746
24-3-NRAB-00003-230034**

The Third Division consisted of the regular members and in addition Referee Peter R. Meyers when award was rendered.

**(Brotherhood of Maintenance of Way Employees Division –
(IBT Rail Conference**

PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Agreement was violated when the Carrier denied Messrs. T. Sipple, H. Carrillo, A. Vazquez and R. Pizano compensation for their November 26 and 27, 2020 holidays in connection with their COVID leave (System File RI-2127B-801 BRC).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimants T. Sipple, H. Carrillo, A. Vazquez and R. Pizano shall now each be compensated for their Thanksgiving holidays of November 26 and 27, 2020.”**

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 were given due notice of hearing thereon.

The Organization filed the instant claim on behalf of the Claimants, alleging that the Carrier violated the controlling Agreement when it denied them compensation for two holidays that occurred while they were on leave due to COVID-19. The Carrier denied the claim.

The Organization contends that the instant claim should be sustained in its entirety because there is no dispute that the Carrier prohibited the Claimants from reporting to work on the work dates surrounding the holidays, because the Claimants were entitled to holiday compensation under the National Holiday Synthesis of the Agreement, and because the Carrier provided no valid defense to this claim. The Carrier contends that the instant claim should be denied in its entirety because it is entirely without merit, because the Agreement governs in favor of the Carrier's position, because neither the Agreement nor facts support the claim, and because the Organization has failed to meet its burden of proof.

The parties being unable to resolve their dispute, this matter came before this Board.

This Board has reviewed the record in this case, and we find that the Organization has not met its burden of proof that the Agreement was violated when the Carrier did not pay holiday compensation to the Claimants for the day of Thanksgiving and the day after the Thanksgiving holiday in 2020. The record reveals that the Claimants were all off work on a paid quarantine status as was required by the federal government. They did not work on the two days at issue. The language set forth in the National Holiday Synthesis states the following:

A regular assigned employee shall qualify for the holiday pay provided in Paragraph A hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days.

...

... all others for whom holiday pay is provided in Paragraph A hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the Carrier is credited, or
- (ii) Such employee is available for service . . .

. . . compensation paid under sick leave rules or practices shall not be considered compensation for purposes of this rule.

None of the Claimants worked on the day before or the day after the Thanksgiving holiday in 2020. As stated above, they were off work on a paid quarantine status. This Board agrees with the Carrier that the closest contractual analogy to the mandated compensation is the sick leave language. Compensation that the Claimants received before and after the 2020 Thanksgiving holiday was from a source outside of the collective bargaining agreement and, therefore, did not qualify them for holiday pay. The collective bargaining agreement excludes compensation paid from sick leave policies or practices from the contractual definition of “compensation” from which one may qualify for holiday pay. It envisions compensation for service, not simply credited compensation. This Board agrees that the pay involved here for the quarantine is not compensation for work. It is not enough that it was credited compensation by the government relating to the COVID payment for the employees’ required quarantine.

AWARD

Claim denied.

ORDER

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

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of September 2024.