

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 45381
Docket No. MW-47870
25-3-NRAB-00003-230037**

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

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

PARTIES TO DISPUTE: (
(National Railroad Passenger Corporation (AMTRAK)

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The Carrier violated the Agreement when it failed to compensate Messrs. M. Tallman, B. Monroe and V. Venezia for the Good Friday holiday occurring on April 2, 2021 (System File BMWE-160725-TC AMT).**
- (2) As a consequence of the violation referred to in Part (1) above, Claimants M. Tallman, B. Monroe and V. Venezia shall now be compensated for their loss of pay for the April 2, 2021 Good Friday holiday, at their respective rates of pay including any other appropriate relief, making them whole in every way for any loss and that all lost credits and benefits normally due must be included with a copy of the history of paid labor for the Claimants for the sixty (60) days before April 2, 2021, also included with the settlement.”**

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 argues that it is undisputed that on the dates giving rise to the claim, Claimants were observing a Carrier-mandated 14-day quarantine following potential exposure to the COVID-19 virus. The Carrier required Claimants to remain at home and to not come in to work on the dates prior to and/or after April 2, 2021. Claimants were compensated the day prior and the day following the Good Friday holiday. The Agreement was violated when the Carrier failed to compensate Claimants for the Good Friday holiday on April 2, 2021.

According to the Carrier, the Organization has not met its burden of proving that Claimants were entitled to the holiday pay. The Carrier contends that the quarantine it imposed upon Claimants was not to be considered as qualifying “workdays.” During the Covid-19 pandemic, the Carrier decided to require employees to quarantine to prevent the spread of the potentially fatal virus, rendering them not medically qualified to work, while paying them 80 hours of pay at the straight time rate during their quarantine period. The 80 hours of pay reflected most, if not all, of an employee’s earnings during the period and did not include possible overtime and holiday pay. Because Claimants here were not medically qualified to work at that time, they did not meet the requirements for and thus did not receive holiday pay. The Carrier already paid 80 hours of straight time pay that it was not obligated to pay under the agreement, and nothing further was required.

Upon a review of the record as a whole, the Board finds that the Organization has not met its burden of proof. Rule 48(f) states: A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof, if compensation paid him by AMTRAK 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.

We find that the payment during quarantine, when Claimants were deemed medically unavailable for work, is not considered compensation credited to workdays, for purposes of Rule 48. We also find that Claimants were not available for service on the days before and after Good Friday. As the Board held in Awards 44964 and 44965, “Thus, we find that the days that the Claimants were quarantining and not performing duties for the Carrier were not workdays, as used in Rule 48 (f). Additionally, we find

that the Claimants were not ‘available for service’ on the quarantine days, as they had been found medically unfit to work by the Carrier due to a COVID exposure. ...Until it was known that an employee who had been exposed to COVID-19 would not spread it to his coworkers, the employee was properly considered to be medically unfit to report for service. Thus, the Claimants did not qualify for Holiday pay on the Fourth of July under either provision of Rule 48(f). The claim must be denied.”

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 19th day of December 2024.