

Public Law Board No. 3159

PARTIES
TO
DISPUTE:

United Transportation Union
and
Burlington Northern Inc.

STATEMENT
OF
CLAIM:

Claim by Engineer R. L. Marceau for 100 miles,
holiday pay, July 4, 1980.

FINDINGS:

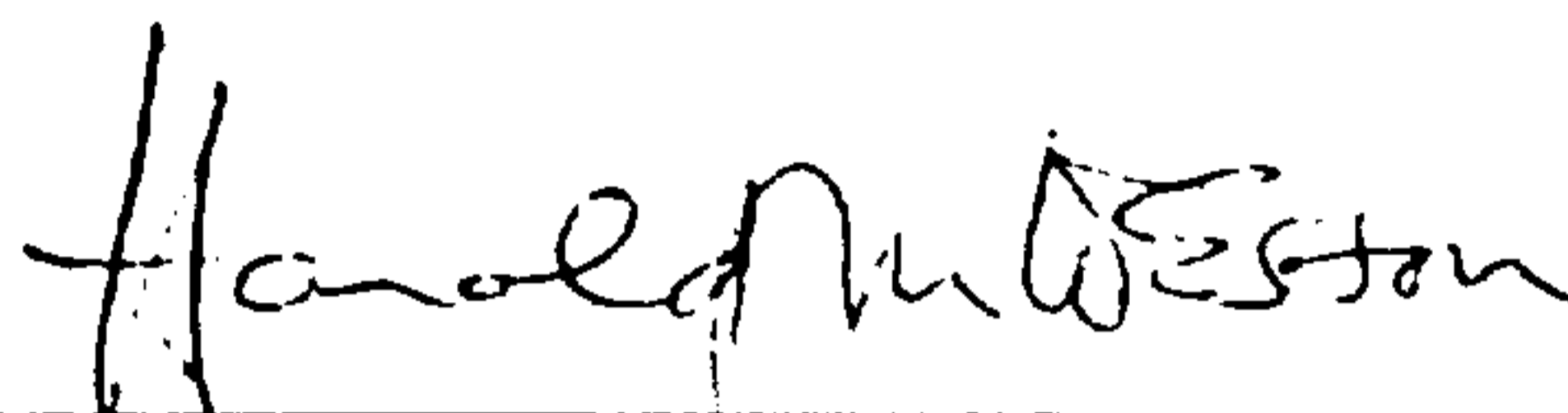
This is a claim for July 4 holiday pay by an engineer on the common extra list at Missoula, Montana. He performed 11 or more days of compensated yard service during the 30-calendar days immediately preceding the holiday. On July 3, he deadheaded from Helena, Montana, while on July 4 and 5, he was called to work in road wrecker service each day.

As Carrier points out, claimant did not perform yard work on any one of the three qualifying days. He nevertheless was available for yard service on each of those days, but was required by Carrier to perform other service. In line with this Board's reasoning in our Award No. 1, the present claim will be sustained. A contrary conclusion would be incompatible with the contracting parties' intent. The 1969 Amendments and National Railway Labor Conference Circular No. 513-11(b) dated

August 4, 1969, clearly indicate that a yard service employe on a common extra list is deemed to be available for yard service if required by Carrier to perform other service in accordance with the rules and practices on Carrier.

AWARD: Claim sustained. To be effective within 30 days.

Adopted at St. Paul, Minnesota, FEB. 18, 1983.



Harold M. Weston, Chairman


Carrier Member


Employee Member