

AWARD NO. 17
Case No. 17

PUBLIC LAW BOARD NO. 2273

PARTIES) LOS ANGELES JUNCTION RAILWAY COMPANY
TO)
DISPUTE) UNITED TRANSPORTATION UNION (S)

STATEMENT OF CLAIM: M. J. Zercher claiming a basic day's pay, at helper's rate, for the Good Friday Holiday on April 8, 1977.

FINDINGS: This Public Law Board No. 2273 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimant was regularly assigned as helper on Job No. 21 bulletined to start work at 3:30 p.m., Sunday through Thursday, with Friday and Saturday as regularly assigned days off.

At 11:10 a.m. Friday, April 8, 1977 the senior switchman having displacement rights account being displaced himself, exercised his seniority to work as helper on Job No. 21 by displacing claimant.

The claimant had worked a full five day work week on his regular assignment and was out of town for personal reasons on his regular assigned days off. Several attempts were made to contact claimant, but he was not formally notified of being displaced until 8:30 a.m. on April 10, 1977. The claimant was then the senior bidder for the second helper's position on Job No. 21 at 10:00 a.m. on that date. The claimant submitted a time claim for holiday pay for Good Friday, April 8, 1977.

The Carrier contends that the claimant failed to meet the qualifying criteria for holiday payment as claimed. The Carrier contends that the claimant was displaced at 11:10 a.m. on April 8, 1977 and failed to mark himself on the extra board not later than two and one-half hours prior to the beginning of the next ninety minute starting time spread, and therefore, was not available for service on the holiday under the provisions of Article 4, Section 1(b), Note 1.

The Carrier urges that the claimant was also not available for service on April 9, 1977 since he could not be contacted until about 8:30 a.m. on April 10, 1977. The Carrier contends that the claimant did not qualify for holiday pay as a regularly assigned employee and did not remain in the category of a regularly assigned employee throughout the qualifying period. The Carrier refers to Article 10, Section 2(c) which states:

"A switchman losing an assignment through no fault of his own must exercise his seniority within four days or lose his displacement right. Unless seniority is exercised immediately, the switchman will revert to the extra board and be placed thereon, subject to Section 2(b) of Article 11 . . ."

It is the finding of the Board that in accordance with those rules the claimant reverted to the status of an extra man when displaced on April 8, 1977 when he did not immediately exercise his seniority. The claimant did not qualify for holiday pay as a regular assigned man for the reason that he was not regularly assigned. The claimant did not qualify for holiday pay as an extra man because he did not work or remain available for the holiday or the day immediately following the holiday.


AWARD: Claim denied.



Preston J. Moore, Chairman



Organization Member



Carrier Member