

PUBLIC LAW BOARD NO. 2002

IDB-6664

PARTIES) UNION PACIFIC RAILROAD COMPANY
TO)
DISPUTE) UNITED TRANSPORTATION UNION (T)

STATEMENT OF CLAIM: Claim of Yardman D. E. Waught, Boise Yard, for one day's pay account regular assignment annulled for one day, July 4, 1975.

FINDINGS: This Public Law Board No. 2002 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 held an assignment as foreman on the 8:00 a.m. yard engine at Boise Yard with rest days of Saturday and Sunday. On Thursday July 3 the claimant worked; on Friday July 4 the assignment was annulled; Saturday and Sunday, July 5 and 6 were rest days of the assignment; on Monday, July 7 the claimant laid off.

The Organization contends that the claimant is entitled to one day's pay because his regular job was annulled on the holiday, July 4, 1975. The Organization relies upon a settlement and an agreement (dated March 30, 1962) made by the assistant to the vice president, F. C. Wood, and N. B. Beckley.

The Carrier contends that this is a dispute under the National Holiday Agreement and should be referred to the Disputes Committee. The Carrier further alleges that the claimant did not qualify for holiday pay because he was laying off the day following the holiday. The Carrier asserts that the guarantee provision and the holiday provision are in conflict and that the holiday pay agreement should be controlling. The Carrier points up that since the inception of the holiday pay agreement the Carrier has not allowed yard service employees two day's pay on a holiday when an assignment was annulled, even though all conditions were met to qualify for holiday pay.

That is not the problem herein. The issue before the Board is not whether an employee is entitled to two day's pay for the holiday assignment which was annulled but is whether the employee is entitled to one day's pay. This claim is not based upon holiday pay but is based upon an agreement made by the Carrier that cancelled a former agreement which allowed an employee to displace when his assignment was annulled on a holiday. Apparently in the terms of that agreement the Carrier indicated they would pay one day's pay for annulling the assignment if the assignment was annulled on a holiday.

On August 25, 1961 the parties had a claim identical to the instant claim, and the claim was denied by the Carrier at the outset on the premise that the day's pay as claimed was for holiday pay and since the claimants were not available to perform service on the work day immediately preceding the holiday they did not qualify for holiday pay.

The contention therein was that the claim was not for holiday pay but instead hinged on the fact that the employees' assignment had been annulled on a holiday. A settlement was reached on the following basis:


"In view of the agreement reached under date of March 30, 1962 dealing with the annulment of assignments on holidays, it is agreed the claimants in this docket will be paid one basic day."

Certainly the Carrier interpreted the rule and the agreement under identical circumstances. The Carrier urges that the settlement was ridiculous and that the holiday payment is certainly in conflict with that agreement.

The two agreements are not necessarily in conflict -- one agreement authorizes holiday pay under certain circumstances, and the other agreement pays one basic day under other circumstances. The first basic principle in contract interpretation is that all portions of an agreement are harmonious, one with the other. There is no justification for the Board to find that these two agreements are in conflict. The Board is not making a finding herein that if the claimant had been available on the day after the holiday that he would have been entitled to two days' pay, one under each agreement. That is not the issue herein and no ruling is being made thereon.

AWARD: Claim sustained.

ORDER: The Carrier is directed to comply with this award within thirty days from the date of this award.


Preston J. Moore, Chairman


George T. Lechner
Organization Member


Alpha Lott, Dissenting
Carrier Member

June 12, 1978