

PUBLIC LAW BOARD NO. 2236

Award No. 17
Case No. 17

PARTIES TO DISPUTE:

WESTERN MARYLAND RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM:

Claim of Conductor R.D. Cooper, Flagman C.H. Whetsell, and Brakeman R.L. Ferguson, claiming one day's pay, yard rate, for Good Friday Holiday.

FINDINGS:

On the dates of claim, Claimants were regularly assigned to the Laurel Bank Switcher, with terminal at Laurel Bank, West Virginia. The primary function of the Laurel Bank Switcher was to service mines in this territory west of Elkins, West Virginia. This assignment, by virtue of being a road switcher, and confined to a run of less than 100 miles, qualifies the crew members for holiday pay, if they are available for or perform service on the assignment on the work day preceding the holiday and the workday following the holiday, and if the assignment works on the holiday the employees must fulfill the assignment.

The 1978 nationwide coal strike severely affected mines in the area served by the Laurel Bank Switcher, and there was little if any coal traffic to be

moved. Monday, February 27, 1978, was the last day the Laurel Bank assignment operated. Claimants were senior employees with sufficient seniority to displace junior employees on the seniority district. On the consolidated train service roster for the Eastern-Western District of 512 names, Claimants ranked 316-330-331, respectively. As of February 28, 1978, Claimants "laid in with their assignment", and thereafter performed no service. The Laurel Bank Switcher next operated on Thursday, April 6, 1978.

This claim is for holiday pay for Good Friday, March 24, 1978 submitted on behalf of the Claimants, contending that they worked the last possible day of their assignment that they could, and worked the assignment when it next worked (April 6, 1978). The Organization contends that Claimants were marked up and available for service.

Carrier contends that this was an annulled assignment and Claimants could have displaced, but they elected to stay with the assignment. Carrier argues that the holiday rule does not contemplate an employee is entitled to holiday pay who does not displace when there is an opportunity to do so. Therefore, Claimants did not make themselves available, so as to come under the provisions of the holiday rule. Having elected to remain on a turn which was not called over a period of time due to the coal strike, Claimants, nevertheless, stood obligated to exercise their seniority on the workday immediately preceding the holiday so as to meet the availability requirement of the holiday rule. Thus, Carrier argues, that remaining on an assignment which was not being called because of the coal strike did not constitute availability on the workdays immediately preceding and/or following the holiday.

Award No. 4 of Public Law Board No. 320 denied a similar claim stating in pertinent part:

The evidence shows that when an Engineer's regular assignment is cancelled, he has the option to exercise his seniority and bump on a job that is not cancelled, or to lay in on the job and simply not work. The evidence also shows that a man laying in on a job is treated much the same as a man who has been bumped — he remains unavailable for other service until his regular assignment next perform service.

This Board finds that the rationale of the above-quoted Award is sound. Claimants herein were not available for service, under the circumstances, and are not entitled to the holiday pay claimed.

AWARD:

Claim denied.



Neutral Member



Carrier Member



Organization Member

Date: 1-19-83