

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30613
Docket No. CL-30764
94-3-92-3-533

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

PARTIES TO DISPUTE: (Transportation-Communications
(International Union
(Southern Pacific Transportation Company
((Western Lines)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Union (GL-10838) that:

- (a) The Southern Pacific Transportation Company violated the Agreement when it refused to compensate K. D. Johnson for Position 658 at straight time rate (\$107.49), April 17, 1991; and,
- (b) The Southern Pacific Transportation Company violated the Agreement when it refused to compensate J. Starling for the regular rate of pay on April 17, 1991; and,
- (c) The Southern Pacific Transportation Company shall now be required to compensate K. D. Johnson and J. Starling at their basic daily rate for April 17, 1991."

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 waived right of appearance at hearing thereon.

Both Claimants were on jury duty on April 17, 1991, when Carrier's operations were curtailed by a strike. Neither was allowed jury duty pay for that day. Rule 68 of the Agreement provides that:

"Each regularly assigned employee ¶ who is summoned for jury duty and is required to lose time from his assignment as a result thereof shall be paid the difference between the basic daily rate of his assignment and the amount allowed him for jury service for each day lost...."

In this record it is not challenged that no clerical employees performed service for Carrier on April 17, 1991. It has not been demonstrated that Claimants would have worked on that day when their coworkers were not working because of a strike. To be eligible for jury duty pay it must be shown that the employee lost time from his regular assignment as a result of jury duty. This has not been established in this record. Accordingly, Claimants are not entitled to jury duty pay on a day when no clerical employees worked because of a strike against Carrier.

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 2nd day of December 1994.