

Referee Harold M. Weston

PARTIES Railroad Yardmasters of America
TO
DISPUTE: Penn Central Transportation Company

STATEMENT Claim and request of Railroad Yardmasters of America:
OF CLAIM: System Docket No. 311 - Buffalo Division Case NN-136

"Allow R. W. Inglut Holiday Pay for July 4th under existing Extra Yardmasters Holiday Agreement, ie., 'Relief days for Extra Yardmasters will be for Holiday purposes, Saturday and Sunday.'"

OPINION Claimant, who is referred to by Carrier as an extra employe,
OF BOARD: used as a yardmaster on July 4, 1968, and the question at issue is whether he is entitled to compensation for that holiday.

Article III Section 4 of the Nov. 29, 1967 Agreement, is pertinent. It provides that in instances when a recognized holiday falls on "an assigned work day of a regular yardmaster assignment," the yardmaster then holding that assignment will be paid for the day if he does not perform other compensated service for Carrier during the hours of that assignment.

It is clear that the above Section provides for holiday pay only for the yardmaster holding a regular yardmaster assignment and does not apply to extra yardmasters. We have been referred to no rule that provides for holiday pay for extra yardmasters. Accordingly, the critical inquiry is whether Claimant is a regularly assigned yardmaster or extra yardmaster.

Petitioner contends that Claimant must be considered a regularly assigned yardmaster since he was assigned to an extra list by bulletin, performed exclusively yardmaster duties and was used in no other craft or under any other Schedule Agreement. These facts, however, do not establish that Claimant held a regularly assigned, and not an extra, position. See Third Division Awards 12947 and 12094.

Claimant is not only known as an extra yardmaster but the nature of Claimant's work also indicates that he is an extra employe for he does not have a fixed tour of duty, assigned work or rest days or a fixed rate of pay. The Extra List Agreement of August 17, 1962, does not affect that conclusion for while it prescribes how extra work will be performed, it does not deal with the kind of assignment Claimant held or show that it is a regular assignment.

The record is clear that Claimant was an extra yardmaster on July 4, 1968, and did not work a regularly assigned workday that could be blanked on that date. The claim must be denied.

FINDINGS:

The Fourth Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employe 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.

The parties to said dispute were given due notice of hearing thereon.

The parties to said dispute waived right of appearance at hearing but were granted privilege of appearing before the Division, with the Referee sitting as a member thereof, to present oral argument.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Fourth Division

ATTEST: *E. A. Killeen*

E. A. Killeen
Secretary

Dated at Chicago, Illinois, this 8th day of June, 1971.