

PUBLIC LAW BOARD NO. 3107

AWARD NO. 1

CASE NO. 1

ORG. FILE: HOL 15-81 RW

CAR. FILE: 013-275-15

PARTIES TO DISPUTE:

Terminal Railroad Association of St. Louis

and

Railroad Yardmasters of America

STATEMENT OF CLAIM

"Claim on behalf of extra board Yardmasters C. Heisinger, T. Cheung, D. Peek, E. Wiedower, R. Perry, T. Benson and J. Hayden for holiday pay for the July 4, 1981 Holiday."

OPINION OF BOARD

This claim involves the interpretation of Article III of the November 29, 1967 National Agreement. Section 6(c) thereof (as amended by the September 20, 1968 Agreement) reads as follows:

"The rest day, holiday, and vacation holiday pay provided by this Section 6 shall not apply to extra Yardmasters, or to regular-assigned Yardmasters who may be eligible for holiday pay falling on a rest day or during a vacation period pursuant to other schedule agreements."

The claim is for seven extra Yardmasters for payment of the holiday of July 4, 1981.

The rationale of the Organization in this claim is that because of the nature of these particular extra Yardmasters, they are regular Yardmasters who are assigned to the extra Board. The distinction the Organization makes is that being a Yardmaster is their normal and exclusive assignment even though they are on the extra Board as compared to other properties where the extra Yardmaster may be employed in some other capacity by the Carrier and is available for the fill-in work of an extra Yardmaster.

The Board has considered this argument and has concluded that it is limited by the specific language of the Agreement, and since Section 6(c) specifically provides that Section 6 does not apply to extra Yardmasters, that we are controlled by this language.

Award No. 3199 of the Fourth Division has been cited in support of the Organization's position; however, in that Award, the claimant therein had actually worked on the holiday involved which does not appear in the record to be the fact here. That Award was based upon specific language which applied when the person works on the holiday involved; namely,

"If any work of such position is performed by other than the incumbent on the shift on which it is blanketed, it shall be performed in accordance with the existing schedule rules."

The Board will deny the claim.

#### FINDINGS

The Board, upon consideration of the entire record and all of the evidence finds:

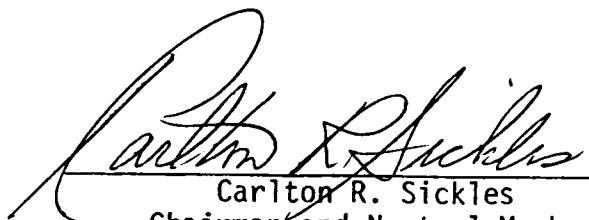
The parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended.

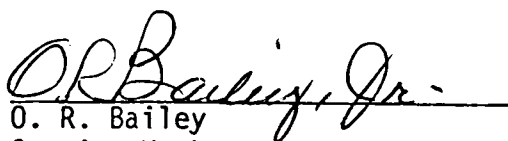
This Board has jurisdiction over the dispute involved herein.

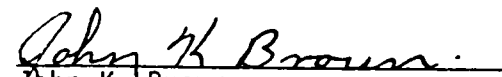
The parties to said dispute were given due and proper notice of hearing thereon.

#### AWARD

Claim denied.

  
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Carlton R. Sickles  
Chairman and Neutral Member

  
\_\_\_\_\_  
O. R. Bailey  
Carrier Member

  
\_\_\_\_\_  
John K. Brown  
Organization Member

APR 21 1983

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DATE