

Award No. 2173
Docket No. 2107
2-StLSF-MA-'56

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Adolph E. Wenke when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Machinists)**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That under the applicable agreements the Carrier improperly denied Welder Earl McCullough compensation for the holiday of September 6, 1954, Labor Day.

2. That accordingly, the Carrier be ordered to compensate Welder Earl McCullough in the amount of eight (8) hours at the pro rata hourly rate for the September 6, 1954, Labor Day holiday.

EMPLOYEES' STATEMENT OF FACTS: Earl McCullough, hereinafter referred to as the claimant, is employed by the St. Louis-San Francisco Railway Company, hereinafter referred to as the carrier, as a welder at West Locomotive Shops, Springfield, Missouri. Claimant is shown on the welder seniority roster with a date of October 2, 1929.

The claimant was notified that he was to be furloughed in a reduction of forces, effective at the close of his tour of duty on June 21, 1954. Prior to the end of his tour of duty on June 21, 1954, claimant was instructed by the carrier to report for duty as a welder on the 8:00 A. M. to 4:30 P. M. shift on June 22, 1954, to fill the regular assigned position of Welder William Yarbrough, who was off duty due to illness.

The claimant worked this regular assigned position from June 22, 1954, to January 26, 1955, at which time the position was abolished and the claimant was furloughed.

This dispute has been handled with the carrier up to and including the highest officer so designated by the company, with the result that he has declined to adjust it.

The agreement effective January 1, 1945, as it has been subsequently amended, is controlling.

assignment is bulletined to work, and for unassigned employes shall mean a period of seven consecutive days starting with Monday.

There has been no dispute between the parties as to the meaning of the words "regularly assigned employes" as used in Article II, Section 1 (i) of the March 19, 1949 Conference Committee agreement, nor has there been any dispute as to the work days of a work week of a regularly assigned employe under that rule.

When one considers together Article II, Section 1 (h) and 1 (i) of the March 19, 1949 Conference Committee agreement and Article II, Section 1 of the August 21, 1954 Conference Committee agreement, the similarity of the wording in Article II, Section 1 (i) of the former agreement and Article II, Section 1 of the latter agreement is such that the employes specified in the holiday pay rule are the regularly assigned employes whose "work week" begins on the first day on which the assignment is bulletined to work.

The 40-Hour Work Week agreement clearly distinguishes extra, unassigned or furloughed employes from regularly assigned employes and the same distinction is apparent in Article II, Section 1, of the August 21, 1954 agreement where the rule limits holiday pay to regularly assigned hourly and daily rated employes. There is no difference in the meaning of the words between the two agreements.

The organization in its May 22, 1953 proposal sought a rule which would have given all employes seven holidays off with pay in each year, and having been unsuccessful in securing such a rule through the collective bargaining processes of the Railway Labor Act, they are here seeking to achieve that aim by Board award in the guise of an interpretation of an agreement rule.

The claim is wholly unsupported by agreement rules, without merit, and this Division is requested to so find.

FINDINGS: The Second 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 claim is that Welder Earl McCullough was improperly denied eight (8) hours of compensation at the applicable straight time rate for Labor Day, September 6, 1954.

Claimant was employed by carrier as a welder at its West Locomotive Shop, Springfield, Missouri. Because of a reduction in force claimant was furloughed on June 21, 1954. However, prior to the end of his tour of duty on June 21, 1954 he was instructed to report for duty on June 22, 1954 to fill the regular position held by Welder William A. Yarbrough who was off duty due to illness. Claimant worked on that position from June 22, 1954 until January 26, 1955, when it was abolished. Claimant met the requirements of Section 3 of Article II of the National Agreement of August 21, 1954 by working the workdays of the position he occupied immediately preceding and following Labor Day, and the question remains, was he eligible therefor under the provisions of Section 1 of Article II thereof.

We fully discussed this issue in our Award 2169 based on our Docket 2039.

Here claimant occupied a regular position from June 22, 1954 until it was abolished on January 26, 1955 or about seven (7) months. Carrier had certain duties under Rule 17 of the parties' effective agreement under such circumstances. We find, under the circumstances here disclosed, that claimant was a regularly assigned employe within the intent and meaning of Section 1 of Article II of the agreement of August 21, 1954 and therefore eligible to receive the benefits thereof.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July, 1956.