

**Award No. 2349
Docket No. 2212
2-B&M-F&O-'56**

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Edward F. Carter when the award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 18, RAILWAY EMPLOYEES'
DEPARTMENT, A. F. of L. (Firemen and Oilers)**

BOSTON AND MAINE RAILROAD

DISPUTE: CLAIM OF EMPLOYEES: 1. That under the applicable agreements the Carrier improperly denied the following named employes of the Firemen & Oilers' Craft at Billerica Shops, Billerica, Massachusetts:

Edward Denesawicz	J. A. Gagnon
G. DiPrenda	L. Ouellette
J. J. Friel	A. Silva

eight (8) hours' pay at the pro rata rate for July 5, 1954, a legal holiday.

2. That accordingly, the Carrier be ordered to compensate the above-named employes for eight (8) hours' Holiday pay for July 5, 1954.

EMPLOYEES' STATEMENT OF FACTS: The above-named employes, hereinafter referred to as the claimants, were regularly assigned employes of the Boston and Maine Railroad, hereinafter referred to as the carrier, at Billerica Shops, Billerica, Massachusetts, in the firemen & oilers' craft, holding seniority in their respective class.

The claimants were assigned to a work week of Monday through Friday, with rest days of Saturday and Sunday.

There has been in effect for several years a gentlemen's agreement between Vice President-Operations F. W. Rourke, Boston and Maine Railroad and System Federation No. 18 on the stabilized force at Billerica, Mass. and Concord, New Hampshire Shops, which has improved conditions and been highly satisfactory to both parties.

Because of this agreement the general chairman of System Federation No. 18 were called into Mr. Rourke's office and told that because of financial conditions then existing the shops would have to remain closed beyond the group vacation period until August 5, 1954.

agreement, relating to whether a man is or is not entitled to pay for holidays not worked, because extensive research was conducted by personal consultation with other Eastern Railroads, and as a result thereof, a positive policy was fixed. A circular letter was independently authored, printed and distributed, which was obviously recognized as a reasonable and fair interpretation of the words "regularly assigned", by all non-operating organizations on this property.

The petitioner recognizes that a man is not "regularly assigned" when furloughed. The petitioner cannot argue that the claimants were not furloughed, merely because they were extended the courtesy of taking vacations while furloughed. The record proves to the contrary.

Any decision contrary to the carrier's position in this dispute would be incongruous to Article II, Section 1 of the August 21, 1954 agreement.

The carrier submits that because the claimants were furloughed at close of work on July 2, 1954, and did not own an assigned position on the holiday, July 5, 1954, they are not, then, "regularly assigned" as required under Article II, Section 1 of the August 21, 1954 agreement.

The claim is without merit, unfounded, unsupported, and should be denied.

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.

Claimants contend they are entitled to holiday pay for July 5, 1954. The dispute arose at Carrier's Billerica Shops, Billerica, Massachusetts, under the same state of facts set forth in our Award No. 2345, (Docket No. 2208), except for the different location. The result must necessarily be the same. For the reasons stated in that award, a denial of the claim is required in the present case.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of SECOND DIVISION

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 30th day of November, 1956.