

Award No. 2556

Docket No. 2378

2-C&O-CM-'57

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee D. Emmett Ferguson when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 41, RAILWAY EMPLOYES'
DEPARTMENT, AFL-CIO (Carmen)**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Southern Region and Hocking Division)**

DISPUTE: CLAIM OF EMPLOYES:

1. That under the applicable agreement the carrier improperly denied Carmen V. W. Hayes and John Darnell and Carmen Helpers Elmer Tufts and Jack C. Davis compensation for the Thanksgiving Day holiday, November 25, 1954.

2. That, accordingly, the carrier be ordered to compensate the aforementioned employees in the amount of eight (8) hours at the pro rata hourly rate for Thanksgiving Day, November 25, 1954.

EMPLOYEES' STATEMENT OF FACTS: Carmen V. W. Hayes and John Darnell and Carmen Helpers Elmer Tufts and Jack C. Davis, hereinafter referred to as the claimants, are employed by the Chesapeake and Ohio Railroad Company, hereinafter referred to as the carrier, at Russell Terminal, Kentucky.

The four claimants were all furloughed employees who had given written expression of their desire to perform relief work on regular positions, as provided for in Article IV of the August 21, 1954, Agreement. In accordance with such notice the carrier assigned the claimants to the filling of regularly assigned positions, each assignment covering a specific period of time, and this statement is sustained in letter form by Mr. B. B. Bryant to Mr. E. L. Robertson, under date of May 23, 1955, a copy of which is submitted and identified as Exhibit A.

Thursday, Thanksgiving Day, November 25, 1954, fell on a work day of the work week of each of the claimants. The above named claimants did each work Thursday, November 25, 1954, Thanksgiving Day, and they were com-

There is no dispute of the fact that claimants were not regularly assigned employees, therefore, Article II of the August 21, 1954 agreement is not applicable to these employees and carrier submits that the claim should be declined.

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 employees 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.

In this docket, "The four claimants were all furloughed employees who had given written expression of their desire to perform relief work on regular positions." On Thanksgiving day 1954 all were working on temporary vacancies, existing by virtue of the absence of the regularly assigned holders of the particular jobs. Under such circumstances it cannot be said that claimants were "regularly assigned" employees as contemplated by Article II, Holidays, Section 1. Precedent and reason require a denial of the claim.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Harry J. Sassaman
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1957.

DISSENT OF LABOR MEMBERS TO AWARD NO. 2556

Claimants met the requirements of Section 3 of Article II of the National Agreement of August 21, 1954 by working the workdays of the position they occupied immediately preceding and following Thanksgiving Day. Article II, Section 1 of the August 21st Agreement provides in substance that when a holiday falls on a workday of the work week of the employe, such employe shall receive eight (8) hours' pay at the pro rata hourly rate of the position to which the employe is assigned. Employees who possess employment rights under the schedule agreement are entitled to the eight (8) hours holiday pay whether they are working their regular assignment or whether they are working on temporary assignments whose workweek contains a holiday. Having qualified for holiday pay under the National Agreement of August 21, 1954, the claimants should receive the pay specified in that Agreement for holidays.

R. W. Blake

Charles E. Goodlin

T. E. Losey

Edward W. Wiesner

James B. Zink