

**Award No. 5101**  
**Docket No. 4172**  
**2-SLSF-MA-'67**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**SECOND DIVISION**

**The Second Division consisted of the regular members and in addition Referee Paul C. Dugan when award was rendered.**

**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 22, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Machinists)**

**ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1 - That under the provisions of the current agreement Machinist P. B. Miller has been improperly denied payment of eight (8) hours at prevailing rate for the holiday, Thanksgiving Day, November 24, 1960.

2 - That the Carrier be ordered to compensate the aforesaid claimant an amount equal to eight (8) hours pay for the said holiday.

**EMPLOYEES' STATEMENT OF FACTS:** Machinist P. B. Miller has been employed by the Frisco (St. Louis-San Francisco Railway Company), hereinafter called the carrier, twenty-four years (date of 12-15-36), and had a seniority date for at least 60 calendar days. He was in furloughed status and was, prior to the said holiday, working relief vacancies (temporary vacancies) under Article IV of the August 21, 1954 agreement. Claimant had been absent on vacation of three (3) weeks (paid vacation earned in 1959) which he finished taking as per schedule, Friday, November 11, 1960. Whereupon he returned to duty November 14, 1960, working temporarily a position of machinist, Monday through Friday, who was on vacation, having rest days Saturday and Sunday. He filled this temporary assignment to completion on December 2, 1960. However said holiday occurred on November 24, 1960, on Thursday, a work day of the work-week of the incumbent of this position, whom, he (claimant) was relieving while on vacation. Claimant worked all the work days available, Monday through Friday, to him on this position after returning from paid vacation ending on November 11, 1960. This total being eight days. Claimant worked both the days preceding and following the holiday, November 23 and November 25. Claimant had compensation credited and received pay for at least 11 days preceding said holiday, eight days worked and over three weeks while on paid vacation.

The August 19, 1960 amendments to the controlling agreement were adopted by both parties and are controlling.

satisfy eligibility requirements for holiday pay for employes situated as the claimant, it could have easily been done by omitting the phrase "for service."

The vacation agreements do not permit adding paid vacation days to days worked for vacation qualifying purposes and neither does the August 19, 1960 National Agreement permit the claimant to add paid vacation days to days worked for holiday pay purposes. This division is requested to so find and deny the claim in its entirety.

**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.

Parties to said dispute were given due notice of hearing thereon.

This holiday pay dispute involves the issue as to whether three vacation days combined with eight workdays worked by claimant enable claimant to possess the minimum requirement of 11 compensated workdays paid him by Carrier during the 30 calendar days immediately preceding the November 24, 1960 Thanksgiving holiday, so as to qualify claimant for said holiday pay in accordance with Paragraph 2 of Section 1 of Article III of the August 19, 1960 Agreement, governing the parties to this dispute.

This Board has previously held in Third Division Awards 14674 and 14816 that vacation pay is "compensation for service" within the intent and meaning of the 2nd paragraph of Article III, Section 1 of the August 19, 1960 Agreement: ". . . provided (1) compensation for service paid him by the Carrier is credited to 11 or more days of the 30 calendar days immediately preceding the holiday . . ."

Therefore, inasmuch as said Awards 14674 and 14816 are controlling, and claimant having met the necessary requirements as to holiday pay, this claim will be sustained.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of SECOND DIVISION

ATTEST: Charles C. McCarthy  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March, 1967.

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