

The Second Division consisted of the regular members and in addition Referee Robert A. Franden when award was rendered.

Parties to Dispute: (System Federation No. 6, Railway Employees'
(Department, A. F. of L. - C. I. O.
((Carmen)
(
(Chicago, Rock Island and Pacific Railroad Company
((William M. Gibbons, Trustee)

Dispute: Claim of Employees:

- (1) That under the terms of the applicable agreements, the Carrier improperly denied Coach Cleaner C. M. Wrenn eight (8) hours' pay for December 25, 1975 and eight (8) hours' pay for January 1, 1976.
- (2) That, accordingly, the Carrier be ordered to compensate the aforesaid Coach Cleaner for eight (8) hours' pay for December 25, 1975 and eight (8) hours' pay for January 1, 1976.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees' involved in this dispute are respectively carrier and employee 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 waived right of appearance at hearing thereon.

There is no dispute of the facts that Claimant was furloughed September 21, 1975 and received vacation pay from November 17 through December 19, 1975.

The claim here in dispute is that Claimant should have been allowed eight (8) hours' holiday pay for December 25, 1975 and January 1, 1976.

Carrier cites basic Rule 6, Section 3, governing regularly assigned employees and alleges that inasmuch as Claimant was furloughed and did not have compensation for service credited for the last work day preceeding and first work day following the Holidays, he did not qualify for the Holiday pay.

The error in Carrier's argument is found in the fact that Claimant was furloughed September 21, 1975 and thus became other than a regularly assigned employee. Such employees, in order to qualify for Holiday Pay, must meet the criteria set forth in Article II, Section 1(c) of the National Agreement dated September 2, 1969, which reads:

"(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment."

This Board previously held in Second Division Award 5102 and Third Division Awards 14816 and 14674 that vacation pay is compensation for service, we find those Awards to be without palpable error. In accordance with their holdings we will sustain the claim.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of February, 1978.