

Form 1

NATIONAL RAILROAD ADJUSTMENT BOARD  
SECOND DIVISION

Award No. 12695  
Docket No. 12604  
94-2-92-2-126

The Second Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (International Association of Machinists  
( & Aerospace Workers, AFL-CIO  
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM:

- "1. The Terminal Railroad of St. Louis violated Article II, Section 1, Paragraph B & C of the National Agreement dated September 2, 1969, (Holidays) when they failed to compensate Machinists A. Effan, C.M. Knight and H.G. Peterson (hereinafter referred to as Claimants) for Holiday pay on November 28 and 29, 1991.
2. That, accordingly, the Carrier be ordered to compensate Claimants for the Thanksgiving Holidays, November 28, 29, 1991, at \$14.13 per hour or a total of \$226.08 per Claimant."

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.

Claimants, regularly assigned Machinists, were furloughed on November 25, 1991. Carrier did not allow them Thanksgiving Holiday pay for November 28 and 29, 1991, on the grounds that their furlough status was indefinite and they were not available for service on the day preceding and the day following the Holidays.

The Organization contends that Claimants qualified for Holiday pay on the basis that their furlough made Claimants "other than regularly assigned" at the time of the Holidays, and as such they satisfied the requirements of Article II, Section 1, Paragraphs B and C, of the Holiday Agreement, because they had 60 calendar days of continuous service and received compensation on 11 or more of the 30 calendar days preceding the Holidays.

The Board concludes that the language of the Holiday Agreement supports the Organization in this matter. Claimants were "other than regularly assigned" on the Holidays involved. As such, the tests developed in Article II, Section 1 paragraphs B and C of the September 2, 1969 National Agreement, are applicable to a determination as to their Holiday pay entitlement. It has not been argued that these tests were not satisfied. Accordingly, their claims will be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Second Division

Attest: Linda Woods  
Linda Woods - Arbitration Assistant

Dated at Chicago, Illinois, this 4th day of May 1994.