

 Award No. 14326

Docket No. MW-12071

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

John H. Dorsey, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES  
TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(1) The Carrier violated the effective Agreement when it failed and refused to allow Mason and Concrete Mechanics John Sokolich and James Kilkenny eight hours of straight time pay for Thanksgiving Day, November 27, 1958, Christmas Day, December 25, 1958 and New Year's Day, January 1, 1959.

(2) Mason and Concrete Mechanics John Sokolich and James Kilkenny each be allowed twenty-four (24) hours of straight time pay because of the violation referred to in Part (1) of this claim.

**EMPLOYEES' STATEMENT OF FACTS:** On October 14, 1958, the claimants, who were in furloughed status, were recalled to service to fill newly established positions of Mason and Concrete Mechanics in accordance with the Agreement rules. Each claimant was continuously and actively employed in this capacity until about March 27, 1959.

Each claimant received compensation from the Carrier which was credited to the workdays immediately preceding and following the November 27, 1958 Thanksgiving Day Holiday, the December 25, 1958 Christmas Day Holiday and the January 1, 1959 New Year's Day Holiday.

Nonetheless, the Carrier refused to allow the claimants any Holiday pay for the above mentioned Holidays.

Consequently, claim in behalf of each claimant for each Holiday was presented and handled separately on the property. Although each claim was declined at all stages of the appeals procedure, the claims were combined upon submission to this Board for adjudication.

The Agreement in effect between the two parties to this dispute dated May 1, 1952, together with supplements, amendments, and interpretations thereto is by reference made a part of this Statement of Facts.

**CARRIER'S STATEMENT OF FACTS:** The claimants, John Sokolich and James Kilkenny, hold seniority date of April 13, 1956, Kilkenny being senior, as Mason and Concrete Mechanic in Carrier's Bridge and Building Department. The wages and working conditions of this classification of employees are subject to schedule agreement between the Organization and Carrier, parties hereto, effective May 1, 1952, copies of which are on file with this board. The Carrier and Organization have also been parties to various national agreements, particularly the one dated August 21, 1954 between the Eastern, Western and

Southeastern Carriers' Conference Committees and the employes represented by the Employes' National Conference Committee, Co-operating Railway Labor Organizations. The agreements above referred to are by reference thereto made a part of this dispute.

Sokolich and Kilkenny assumed a furloughed status effective Monday, September 29, 1958, pursuant to notice of force reduction posted September 24, 1958, copy of which is attached as Carrier's Exhibit A. Beginning Tuesday, September 30, both men went on vacation, Kilkenny for one week and Sokolich for two weeks. Kilkenny did not work the second week as no work was available for him. Both men returned to work on October 14, 1958 to install a waterline estimated to take about three weeks. This project and a subsequent one of brief duration were completed on October 30. They began work on another project the following Monday, November 2, 1958, from which date they lost no time—working on one project after another—until after the first of the year. From the time they were furloughed, claimants performed service on a temporary basis as additions to the regular force. The duration of their employment was uncertain. They were not regularly assigned within the meaning of Section 1 of Article II—Holidays—of the August 21, 1954 National Agreement, reading:

“Effective May 1, 1954, each regularly assigned hourly and daily rated employe shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employe:

|                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labor Day        |
| Washington's Birthday | Thanksgiving Day |
| Decoration Day        | Christmas        |
| Fourth of July        |                  |

**Note:** This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above-enumerated holidays.”

Consequently, they were not allowed holiday pay.

Claims were progressed in the usual manner on the property and denied by Carrier's highest officer designated to handle such disputes.

(Exhibits not reproduced)

**OPINION OF BOARD:** The parties have stipulated that the issue in this case is identical to that in Award No. 14325. For reasons and conclusions set forth in that Award, we will sustain the Claim.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of April 1966.