

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
PARTIES TO DISPUTE: (  
(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10063) that:

1. Carrier violated the Clerks' Rules Agreement between the parties when it refused holiday pay to Mrs. M. L. Volner for December 25, 1984.

2. Carrier's action is in violation of the National Holiday Agreement of August 21, 1954, as amended November 20, 1964, December 26, 1967, June 24, 1968, and February 25, 1971; Article II, Section 2(a) of said agreement.

3. Carrier shall now be required to compensate Claimant Volner for eight (8) hours at the pro rata rate of Crew Clerk \$95.27 representing the holiday for December 25, 1984."

FINDINGS:

The Third 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 employes 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.

The relevant facts of this claim are not in dispute. In December 1984, Claimant was employed as a Crew Clerk assigned to the second shift. Claimant worked that shift on December 23, 1984. She did not work it on December 24, 1984. As a result, Carrier decided not to pay Claimant holiday pay for Christmas, December 25, 1984.

The Organization timely grieved Carrier's action. Carrier rejected the claim. Thereafter, the dispute was handled in the usual manner on the property. It is now before this Board for adjudication.

The parties have now stipulated that Claimant was not, in fact laid off on December 24, 1984. Instead, she asked for December 24, 1984 off and received permission to be off from work that day. Thus, consistent with Article II, Section 2(a) of the Agreement, Claimant was entitled to be paid for December 25, 1984, since she "otherwise would be assigned to work" that day. Therefore, it is clear that the claim must be sustained.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of August 1988.