

PUBLIC LAW BOARD NO. 2748

PARTIES	MINNEAPOLIS, NORTHFIELD AND SOUTHERN)	
	RAILWAY, INC.)	
TO		AWARD NO. 2
	AND)	
DISPUTE		CASE NO. 2
	UNITED TRANSPORTATION UNION)	

STATEMENT OF CLAIM:

Claims submitted by employees for holiday pay when Carrier annulled their assignments on each of the following dates:

Skare, Wittich	- September 4, 1978
Gilbert	- November 23, 1978
Wille, Wittich	- December 24 & 25, 1978
Wille, Nordberg	- January 1, 1979
Wittich	- April 13, 1979
Wittich, Skare	- December 24 & 25, 1979
Skare	- January 1, 1980

FINDINGS:

The Board, upon the whole record and all the evidence, finds that the employees and Carrier are employees and Carrier within the meaning of the Railway Labor Act, as amended, 45 U.S.C. §§151, et seq. The Board also finds that it has jurisdiction to decide the dispute in this case. The Board further finds that the parties to the dispute were given due notice of the hearing in this case.

The claim was progressed to the highest officer of the Carrier designated to hear such disputes where it was denied. The dispute remained unresolved, and it was submitted to this Board for decision.

By way of background, the Carrier has two regular road assignments. The same crews work these each day. During the year, crew members bid off the road assignments to take vacancies in yard assignments. This is done in conformity with the schedule agreement. When a vacancy occurs

on a road assignment, other employees bid the vacancy according to their seniority and work the assignment as a part of the regular crew.

On the dates set forth in the claim, all of which were holidays, the Carrier annulled all regular assignments. The pool crews did not work on these days. However, all members of those crews, except claimants, received full pay.

All claimants in this case were on an extra board but had successfully bid temporary vacancies in pool service. The Organization contends that all claimants qualified for holiday pay because they were working temporary vacancies. The Carrier contends that because claimants were extra board employees they did not qualify for holiday pay.

The Organization bases the claim upon Article 1, Sections 2(a) and (c) of the June 25, 1964 National Agreement. Without inordinately detailing those provisions, suffice it to say that they would afford holiday pay to employees in claimants' posture if they are "regularly assigned."

The claims in this case are by employees in train and engine service who are on common extra boards protecting both road and yard service. Claimants were on temporary vacancies at the time the claims were submitted. The dispute centers upon the meaning of the terms "regularly assigned employees" as used in Sections 2(a) and (c) of Article 1 of the June 25, 1964 Agreement.

Both the Carrier and the Organization cite numerous awards in support of their respective positions. However, the Organization relies heavily upon Award No. 5 of Public Law Board No. 2194 involving the identical issue in this case between the same parties and resolving

it in favor of the Organization. The Carrier acknowledges the existence of the Award but points out that it dissented to it and contends that the issue of "a regularly assigned employee" was not properly addressed by that Board.

This Board does not believe the Carrier's contention has merit. A thorough analysis of Award No. 5 of Public Law Board 2194 reveals that it dealt specifically with the meaning of "a regularly assigned employee" under the 1964 Agreement. The Board held that claimants such as those in the instant case are regularly assigned employees within the meaning of that Agreement and thus are entitled to holiday pay under the Agreement.


Award No. 5 of Public Law Board No. 2194 appears to this Board to be well reasoned and in no way can be considered erroneous. We find the Award persuasive.

AWARD

Claims sustained.


WILLIAM E. FREDENBERGER, JR.
Chairman and Neutral Member


T. J. McGuire
Employee Member


G. A. GILLETTE
Carrier Member

DATED: 1-29-64