

Award No. 5379
Docket No. 5196
2-GTW-CM-'68

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee James E. Knox when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 92, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

GRAND TRUNK WESTERN RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Grand Trunk Western Railroad Company violated Article II, Section 6 of the November 21, 1964 Agreement.

2. That accordingly the Grand Trunk Western Railroad Company compensate Coach Repairman B. Wegrzynowski eight (8) hours at the pro rata rate of pay for his birthday, July 13, 1965, while on vacation.

EMPLOYEES' STATEMENT OF FACTS: Carman B. Wegrzynowski, hereinafter referred to as the Claimant, was regularly employed by the Grand Trunk Western Railroad Co., hereinafter referred to as Carrier, as a Coach Repairman in Carrier's Coach Yard at Detroit, Michigan with work week Monday through Friday, rest days Saturday and Sunday.

Claimant took one week of his 1965 vacation, July 12 through July 16, 1965, both dates inclusive, returning to service Monday, July 19, 1965. Claimant's birthday was Tuesday, July 13th, a vacation day of his vacation period for which he was paid a day's vacation pay. However, Carrier failed to allow him birthday holiday compensation for the day, Tuesday, July 13th.

Claim was filed with proper officer of the Carrier under date of August 9, 1965, contending that claimant was entitled to eight (8) hours Birthday Holiday compensation for his birthday, July 13th, in addition to vacation pay received for that day, and subsequently handled up to and including the highest officer of Carrier designated to handle such claims, all of whom declined to make satisfactory adjustment.

The agreement effective September 1, 1949 as subsequently amended and reprinted February 1, 1962 is controlling.

the employes at their applicable rate in the amount of one (1) day's pay. In arguing its case before the Board, the Carrier pointed out that the purpose of the paid holiday rule is not to increase the number of days to which an employe is entitled under the vacation agreement, that Section 3 of Article I of the August 21, 1954 Agreement clearly provides that holidays which fall on what would be a work day of an employe's work week shall be considered a work day of the period for which he is entitled to a vacation and that the paid holiday rule does not increase the number of days to which the employe is entitled. In denying the claim, the Board stated the instant case presented the same question upon which Award 2277 is based and that what was said therein was controlling.

CONCLUSION

In this ex parte submission the Company has shown that the agreed upon interpretations of the Vacation Agreement, Article II, Section 6, sub-paragraphs (a) and (g) of the November 21, 1964 Agreement and Section 3 of Article I—Vacations of the Agreement of August 21, 1954, supports management's position that a holiday falling within an employe's vacation period shall be considered a work day for vacation purposes and that no payment beyond 8 hours is due for the holiday-vacation day. Finally, the Company has shown that awards of the National Railroad Adjustment Board supports management's position in this dispute.

The claim that Coach Repairman Wegrzynowski is entitled to 8 hours' additional pay for July 13, 1965, is without merit and should be denied.

The instant claim has been handled in the usual manner on the property, up to and including the Vice President and General Manager, the highest officer of the Carrier designated to handle claims and grievances.

All data contained herein have in substance been presented to the employes and made a part of the particular question in dispute.

Oral hearing is not desired unless so requested by the employes in which latter event Carrier desires to have a representative present.

(Exhibits not reproduced.)

FINDINGS: The Second 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 employe 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 claimant is a regularly assigned employe with a workweek from Monday through Friday. In 1965 his birthday fell on Tuesday during a work week he was on vacation. The claimant was not regularly assigned to work holidays and his position was blanked on his birthday.

This case which arises under the National Agreement of November 21, 1964, is controlled by the findings in Award 2-5372.

AWARD

Claim sustained for 8 hours at the straight time rate of pay.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **SECOND DIVISION**

ATTEST: Charles C. McCarthy
Executive Secretary

Dated at Chicago, Illinois, this 29th day of February, 1968.