



Award No. 6178

Docket No. 6057

2-MP-CM-'71

NATIONAL RAILROAD ADJUSTMENT BOARD

SECOND DIVISION

The Second Division consisted of the regular members and in addition Referee Jesse Simons when award was rendered.

PARTIES TO DISPUTE:

**SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES'
DEPARTMENT, AFL-CIO (Carmen)**

MISSOURI PACIFIC RAILROAD COMPANY

DISPUTE: CLAIM OF EMPLOYEES:

1. That the Missouri Pacific Railroad Company violated the Agreement of November 21, 1964, when they deprived Carman Write-up man M. C. George the right to work his regular assignment on January 28, 1969.

2. That accordingly, the Missouri Pacific Railroad Company be ordered to compensate Carman George in the amount of eight (8) hours at the punitive rate for January 28, 1969.

EMPLOYEES' STATEMENT OF FACTS: M. C. George, hereinafter referred to as the claimant, is employed by the Missouri Pacific Railroad Company, hereinafter referred to as the carrier, at Coffeyville, Kansas. Claimant is regularly assigned by bulletin to job of write-up man, and on January 28, 1969, claimant's birthday occurred and he was told that he would not be allowed to work on this date account it being his birthday holiday. However, the carrier found it necessary to fill his position on this date (January 28, 1969) and moved Carman L. L. McKee off his regularly assigned job to fill the claimant's position as write-up man. Therefore, when the carrier failed to comply with the rule and practice, i.e., filling the job the same as other holidays and working the incumbent, they violated the agreement.

This matter has been handled up to and including the highest designated officer of the carrier, who has declined to adjust it.

The agreement of June 1, 1960, as amended, and the agreement of November 21, 1964 are controlling.

POSITION OF EMPLOYEES: Article II, Section 6(g) of the agreement of November 21, 1964, reads:

"(g) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on holidays shall apply on his birthday." (Emphasis ours.)

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.

In the interests of economizing, the Board, with the consent of the parties, is combining Dockets 6057, 6058, 6059 and 6061. For the reason that while the claimants are different, their grievances are the same. It is further noted that in these four dockets the same carrier and organization are involved, and that the same clauses, rules and issues are presented for decision.

Because the fact situation, clauses, rules and issues are the same as Award 6113, and because Award 6113 is controlling, the Board is sustaining the grievances.

AWARD

Claim sustained.

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

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 29th day of October, 1971.