



**Award No. 5380**

**Docket No. 5200**

**2-KCS-MA-'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.

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**PARTIES TO DISPUTE:**

**SYSTEM FEDERATION NO. 3, RAILWAY EMPLOYEES'  
DEPARTMENT, AFL-CIO (Machinists)**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

**DISPUTE: CLAIM OF EMPLOYEES:**

1. That under the current agreement machinist R. H. Thompson has been improperly denied additional compensation in the amount of eight (8) hours at pro rata rate for June 7, 1965.

2. That the carrier be ordered to additionally compensate the aforesaid claimant in the amount of eight hours (8) at the pro rata rate of pay for June 7, 1965.

**EMPLOYEES' STATEMENT OF FACTS:** Claimant is regularly assigned machinist at Carrier's Diesel Shop, Shreveport with seniority date of November 6, 1925. He was taking his scheduled vacation June 7, 1965 and this date was also his own birthday-holiday. Therefore his birthday fell within and while he was on scheduled vacation day, June 7, 1965. Monday June 7, 1965 was regular workday of his assigned workweek. He was assigned to work Monday through Friday with Saturday and Sunday rest days.

He was compensated only the regular vacation pay for this date June 7, 1965 and was denied holiday-birthday pay.

This dispute has been handled, in accordance with the Agreement, with all Carrier officers authorized to handle grievances, including the highest designated officer, all of who declined to adjust it.

**POSITION OF EMPLOYEES:** Claimant is entitled to eight (8) hours additional pay for June 7, 1965 while on vacation account this date was his birthday-holiday.

The February 4, 1965 agreement paragraph (a) Sec. 6 Art. 2 (Holidays) governs:

The point we wish to emphasize here is that ever since Section 3, Article 1 of National Agreement of August 21, 1954 became effective a holiday falling on a work day during a vacation period always has been considered as a work day of the period for which the employe is entitled to vacation — he does not receive another day off or vacation pay in lieu thereof. When the November 21, 1964 Agreement was consummated granting hourly, daily and weekly employes another holiday (his birthday), no change was made in Section 3, Article 1 of the August 21, 1954 Agreement which deals with holidays included within an employe's vacation period. If the parties had intended to grant an employe another day off or additional pay in lieu thereof when his birthday falls during his vacation period, it would have been a simple matter to write adequate language to provide therefor. In view of the fact no change was made in Section 3, Article 1 of the August 21, 1954 Agreement, it is clear that the parties intended that the rules and practices governing holidays during vacation would continue without change in accordance with recommendations of Emergency Board No. 162, previously referred to herein.

In view of all the foregoing, Carrier respectfully requests that claim be denied.

Carrier's Exhibit A is attached hereto and made a part hereof as if fully contained herein. All data contained herein are known or have been made known to representatives of claimant by correspondence or in conference.

Carrier is willing to waive oral hearing unless such hearing is requested by petitioner, in which case Carrier, of course, desires to protect its interests.

(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 Monday 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 February 4, 1965, 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.

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