



Award No. 15563
Docket No. CL-15994

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

KANSAS CITY TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5941) that:

(a) The Carrier violated the Agreement between the parties in that it did not compensate Gateman, L. R. Smith, properly in accordance therewith for work performed July 5, 1965; and,

(b) The Carrier shall pay to L. R. Smith the additional amount of 8 hours at the time and one-half rate of his position as of date of claim.

EMPLOYEES' STATEMENT OF FACTS: Claimant L. R. Smith performed work on his regular assigned position of Passenger Gateman on July 5, 1965, a legal holiday, which date was also his birthday holiday, for which he was paid one pro rata day for his birthday; one pro rata day for July 5, and one day at punitive rate of time and one-half for eight hours.

Monday, July 5, 1965, was a regular assigned work day, his regular assignment being Monday through Friday with Saturday and Sunday as rest days.

Claim was filed and appealed timely as per copies of the correspondence attached hereto as Employees' Exhibits 1 to 5. Conference was held December 21, 1965.

There is an Agreement between the parties effective October 1, 1942, amended and revised and reprinted as of June 1, 1961, copies of which have been furnished this Board. We request same be accepted in toto in evidence in this case, from which we quote the following:

"RULE 43.

SUNDAY WORK — HOLIDAY WORK

* * * * *

(b) Holiday Work. Work performed on the following legal holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas

The claim was denied on the basis that payment allowed was proper under agreement rules and past practice.

An agreement between the Carrier and the Employees represented by the Clerks' Organization bearing an effective date of October 1, 1942, reprinted and revised on June 1, 1961, is on file with your Board, and by this reference is made a part hereof.

OPINION OF BOARD: The situation here involved is one where the Claimant was required to work on one of the specified holidays, which also happens to be his birthday.

He was paid one pro rata day for his birthday holiday; one pro rata day for the July 5 holiday, and one day at the rate of time and one half for 8 hours' work on July 5 holiday.

It is Organization's contention that Claimant was also entitled to payment for one day's pay at time and one-half for working his birthday holiday.

This issue has already been decided by this Board in Awards 14921, 14922, 15013, 15388 and 15401.

We will follow those Awards and deny this claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1967.