

**Award No. 15910  
Docket No. CL-16327**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**John J. McGovern, Referee**

**PARTIES TO DISPUTE:**

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

**RICHMOND, FREDERICKSBURG AND POTOMAC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Clerks' Agreement when it failed to pay B. P. Goode time and one-half for June 18, 1965, his Birthday-Holiday, while he was on vacation.
2. The Carrier shall now be required to pay G. P. Goode eight (8) hours' pay at time and one-half rate for June 18, 1965.

**EMPLOYEES' STATEMENT OF FACTS:** B. P. Goode is a regular occupant of a Station Porter's position at Broad Street Station, Richmond, Virginia, and was on vacation during the period from June 17 to June 28, 1965, and while on vacation, his birthday-holiday fell on June 18, 1965. His position was filled by an extra employe on that day and the Carrier only allowed the Claimant a pro rata day's pay for his vacation and failing to allow him time and one-half time for his birthday-holiday (June 18, 1965).

A claim was filed by Claimant B. P. Goode on July 9, 1965, claiming a day's pay at time and one-half for his birthday-holiday (June 18, 1965). See Employees' Exhibit (a). On July 14, 1965, Mr. Ross, Terminal Supervisor, replied to the claim which he declined, advising:

"Your birthday fell on a work day of your assignment. If you had not been on vacation you would have been off on your birthday and your job filled by an extra man at straight time rate. You received the same pay while on vacation that you would have received had you been on duty." See Employees' Exhibit (b).

The General Chairman appealed this case to Mr. P. E. Wood, Superintendent Mail, Express and Agencies. See Employees' Exhibit (c). At the conference held on September 21, 1965, with Mr. C. M. Johnson, Assistant Superintendent Mail, Express and Agencies, representing Mr. Wood, we pointed out

This is a case of first impression and I feel there are similar claims at the Third Division. Upon request, I will be glad to extend the time limit and hold this claim in abeyance pending awards on the issue."

**OPINION OF BOARD:** Claimant's position was filled on his birthday by the use of an extra employe. His birthday occurred on a work day of his work week while he was on vacation. He was paid 8 hours' pro rata hours vacation pay, and now claims 8 hours at time and one half rate in addition to what he has already been paid.

The issue as framed has been presented to this Board on several occasions. We have read the awards deciding this issue and agree with them. In the interest of "STARE DECISIS," we will sustain the claim. (See Awards 15722, Miller, and 14501, Dorsey.)

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Carrier violated the Agreement.

#### **AWARD**

Claim sustained.

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

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October 1967.