

Award No. 15949  
Docket No. CL-16410

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Edward A. Lynch, Referee

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**PARTIES TO DISPUTE:**

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

**GULF, MOBILE AND OHIO RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6075) that:

(a) The Carrier violated the Agreement between the parties in that it did not compensate Ticket Clerk-Cashier, C. W. Peek in accordance therewith for work performed February 22, 1966, and;

(b) The Carrier shall pay to C. W. Peek 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 C. W. Peek performed work on his regular assigned position of Ticket Clerk-Cashier on Washington's Birthday, February 22, 1966, which date was also his birthday, for which he has been paid one pro rata day for his birthday; one pro rata day for Washington's Birthday; and one day at punitive rate of time and one-half for 8 hours.

Tuesday, February 22, 1966, was a regular assigned work day, his regular assignment being Monday through Friday with Saturday and Sunday as rest days.

Initially Claimant Peek was paid one pro rata day and one day at punitive rate of time and one-half for eight hours for February 22, 1966. Claim was filed on behalf of Claimant Peek on March 22, 1966, for an additional pro rata day and an additional one day at the punitive rate of time and one-half for eight hours. (Employees' Exhibit A.) Payment of the claim was declined on March 28, 1966. (Employees' Exhibit B.)

Appeals of the declination of the claim were timely as per copies of correspondence attached hereto as Employees' Exhibits C, D and E.

8 hours at pro rata rate (one day's pay), representing his Washington's Birthday holiday allowance;

8 hours at the time and one-half rate (one and one-half days' pay), for 8 hours work performed.

Claim is made by the Employee for an additional payment of 8 hours at the time and one-half rate for the 8 hours' work performed by claimant on February 22, 1966. In other words, claimant seeks a payment of 16 hours at the time and one-half rate (the equivalent of 24 hours or three days' pay) for 8 hours' work.

**OPINION OF BOARD:** Claimant worked his regular position on a legal holiday, which was also his birthday. Claimant was paid eight hours at the pro rata rate as birthday pay, eight hours at the pro rata rate as holiday pay and eight hours at the time and one-half rate for working on a holiday. This claim is for eight hours' pay at the time and one-half rate in addition to compensation already paid.

The same issue of the interpretation of Article II—Holidays, Sections 6(f) and (g) of the November 20, 1964, National Mediation Agreement has been before this Board in several recent dockets. It is clear that if an employee's birthday falls on a holiday he can elect to celebrate his birthday on another day as set out in Article II, Section 6(f).

We will deny the claim. See Awards 14921, 14922, 15013, 15388, 15401, 15451, 15520, 15563, 15585, 15589, 15761 and 15942.

**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 Employee involved in this dispute are respectively Carrier and Employee 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 21st day of November 1967.

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